



Lenovo (United States) Inc.  
1009 Think Place  
Morrisville, NC 27560

January 29, 2014

Susan Kahle  
Minnesota WSCA  
Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155



Dear Ms. Kahle:

Lenovo is pleased to submit this proposal for Personal Computer Equipment and Related Devices to the State of Minnesota on behalf of WSCA and NASPO.

Melissa Maloney, Lenovo's Public Sector Sales Director for WSCA/NASPO, is authorized to contractually obligate Lenovo on WSCA/NASPO matters and can be contacted for clarification of this proposal. Contact information is as follows:

Melissa Maloney  
1009 Think Place  
Morrisville, NC 27560  
(919) 257-5030  
[mmaloney@lenovo.com](mailto:mmaloney@lenovo.com)

Lenovo accepts the contract conditions governing this procurement stated in Section II, with the noted exceptions.

Lenovo acknowledges receipt of all amendments to this RFP. Lenovo's General Counsel is authorized to negotiate the WSCA/NASPO Contract terms on behalf of Lenovo.

Lenovo certifies that the prices proposed for this WSCA/NASPO Contract have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.

Lenovo guarantees that Melissa Maloney is the person in the Responder's organization responsible for, or authorized to, make decisions as to the prices quoted in the cost response and that she has not participated and will not participate in any action contrary to those stated above.

Lenovo shall not assign any part of its interest in the WSCA/NASPO Contract without prior written consent of the State of Minnesota. This consent shall not be unreasonably withheld.

Lenovo has a long-standing commitment to people with all types of disabilities, including visual impairments. Our technology products can be used in a wide variety of ways to facilitate accessibility. Information on innovative approaches to accessibility challenges including specific products can be found at [www.lenovo.com](http://www.lenovo.com).

Lenovo appreciates the opportunity and looks forward to continuing our partnership. If you have any questions or would like to discuss this RFP response further, please contact me directly at 919-257-5030.

Sincerely,

Melissa Maloney  
Public Sector Sales Director  
Lenovo (United States) Inc.

# Lenovo's Response to



Narrative Response – January 29, 2014

**Redacted**



Melissa Maloney • Public Sector Sales Director

[mmaloney@lenovo.com](mailto:mmaloney@lenovo.com) • (919) 257-5030

Lenovo (United States) Inc. • 1009 Think Place • Morrisville, NC 27560

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## Proposal Summary

Lenovo is uniquely qualified to deliver products and services to the National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WCSA). Lenovo has met your requirements as outlined in the bid and we've included all required amendments.

The challenges put forth by WCSA/NASPO to achieve volume-based discounts and to receive local support and service can be best delivered by Lenovo. Lenovo offers PC products and services and has extensive marketing, technical services and warranty services personnel across the United States.

### WCSA/NASPO Dedicated Sales Professionals

Public Sector Account Executives are currently assigned to each State. These representatives are responsible for identifying customer needs, obtaining resources and are ultimately responsible for customer satisfaction. WCSA/NASPO participants benefit from having dedicated account representatives as well as dedicated inside territory sales representatives assigned to their State.

### Equipment and Software Breadth of Offering

We have proposed in our breadth of offering:

- Desktop Systems supporting multiple operating environments
- Award-winning ThinkPad laptop computers supporting multiple operating environments
- Tablets, Servers & Storage devices
- Monitors and Peripherals
- Lenovo Asset Recovery Service for equipment take back and disposal
- Optional Value Added Professional Services
- Lenovo commitment to environmental leadership and energy efficient products

### Technical Services and Maintenance Services Breadth of Offering

Lenovo provides on-site support services in every State:

- Hardware warranty support is available 24 hours per day, 7 days per week. Currently there are thousands of customer support representatives nationally and 22,000 certified field technicians internationally that are strategically located to quickly resolve customer hardware problems.

#### A diverse global service delivery network

- Partnerships offering the flexibility to address local needs
- Direct line-of-sight to customer experience
- Greater control to further improve satisfaction

#### Strong service levels and service capability

- World-class supply chain and parts availability
- Comprehensive reporting capabilities
- Consistent delivery experience against SLOs





- Technical installation and implementation services are available in every state.
- Lenovo offers online training courses focused around our product, technologies, and software tools. It is intended to assist in expertise and resources to help customers develop core skills and knowledge around the courses and is updated on a regular basis. We provide a course catalog online at [www.lenovo.com/training](http://www.lenovo.com/training).

### Pricing and Total Cost of Ownership

The three elements of Lenovo's pricing offering to WSCA/NASPO are:

- **Flexibility**

Lenovo's initial pricing model offers WSCA/NASPO participants competitive pricing for small quantities while maintaining the ability to further discount large quantities.

- **Breadth**

The products and services offer value to WSCA/NASPO by providing an expansive breadth from which to choose. Customers can benefit from blanket discounts when purchasing laptops, desktops and peripherals from a single web site.

- **Competitiveness**

The pricing model is very competitive with Federal GSA pricing for quantities of one, and additional transaction discounts are available for greater quantities. Also, Lenovo will make available Per Transaction Multiple Unit Discounts, Cumulative Volume Discounts and Standard Configuration pricing on particular products.

### Electronic Commerce and Ease of Use

Lenovo will provide a customized web site for WSCA/NASPO states to make it easier to find information at anytime, anywhere in the purchase decision -- from links to the on-line store to obtain prices, to product information and resource information. Lenovo will provide one stop shopping so WSCA/NASPO: customers can purchase Desktops, Laptops, services on a single purchase order.

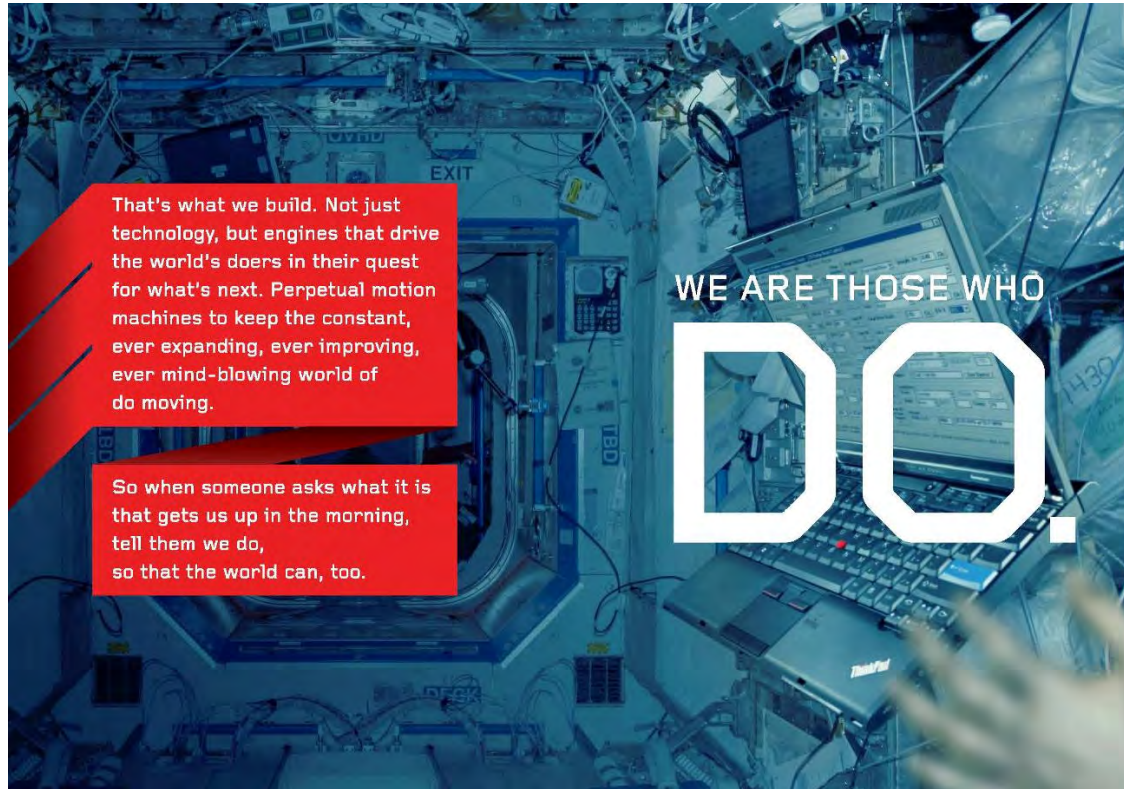
Lenovo's E-Commerce capabilities provide WSCA/NASPO the ability to complete secure on-line transactions utilizing the internet. Lenovo will allow WSCA/NASPO states to configure systems, build and save a shopping cart, initiate on-line purchases, and track orders for most platform offerings. We are offering a better way of doing business with WSCA/NASPO states - faster, simpler and less expensive.

We are pleased to have the opportunity to continue our partnership with participating WSCA/NASPO States and look forward to offering our products to other states who are evaluating the WSCA/NASPO contract. Our approach is to provide the greatest breadth of offering for products and services at competitive prices, flexibility and ease of use utilizing e-Business technology, and to help our customers be successful in their business endeavors.

## About Lenovo

Lenovo strives to be a new world company making award-winning PCs for our customers. We operate as a company uninhibited by walls or organizational structures using world-sourcing to harness the power of innovation across our global teams.

### Lenovo: More than Just a PC Company



### Lenovo Has Strength for Today and Tomorrow

- **Lenovo is the #1 PC Company in the world!** (IDC & Gartner, July 2013)
- #1 Customer Satisfaction in Notebooks & Desktops (TBR, August 2013)
- ~35,000 employees serving customers in 160+ countries (*46,000 including employees from joint ventures*)
- 1,700 designers, scientists and engineers
- 7 research and development centers
- 31 manufacturing sites including **U.S. manufacturing in Whitsett, NC**
- Largest R&D to Revenue ratio in the industry
- \$34 billion in revenue for 2012/2013 (year-end March 31, 2013)  
[http://www.lenovo.com/www/lenovo/annual\\_interim\\_report.html](http://www.lenovo.com/www/lenovo/annual_interim_report.html)
- Our outstanding performance has catapulted Lenovo to **#329 in Fortune's 2013 Global 500 list of top-ranked companies.**
- Over **50 awards** across many different categories at the Consumer Electronics Show (CES) in 2013 *which is 4 ½ times more awards than our 2 closest competitors combined!*

## Our Mission

Become the world's leading technology company by:

- 1. Winning in PCs** – We believe we are the best at what we DO. We believe we recently proved that to our customers and the Global marketplace by becoming the #1 provider of Personal Computers in the industry.
- 2. Four-Screen Convergence** – The world is changing, and so is Lenovo. Our DO culture means we stay at the forefront of technology. We believe we can DO more by incorporating convergent technology like cloud across PCs, Smartphones, Tablets, and TVs. We call this Four-Screen Convergence.
- 3. DO Culture** – At Lenovo we create for the creators. We tinker for the tinkerers. Our DO culture makes us unique and powerful, and that reflects in our products, partnerships and our people. We are Those Who DO.



## Most Complete Vision for Corporate IT (Gartner, November 2013)

Lenovo continues to improve its position in global capabilities and in market understanding with near-flawless execution. As a result of these improvements, we continue to gain market share in the enterprise and consumer markets. Lenovo produces well-designed systems at competitive prices. Lenovo is a leading option for organizations requiring global PC deployments, and is a strong viable supplier for all business notebook and desktop requirements.

### Strengths

- Strong product design, and continued investment in development capabilities.
- Well-established ThinkPad brand.
- Continuous improvements in its sales strategy, channel and supply chain, combined with an aggressive competitive approach to the corporate market.
- Continuing geographic expansion in emerging markets.
- Improved service offerings as a result of bringing coordination and control in-house.

Figure 1. Magic Quadrant for Global Enterprise Desktops and Notebooks



## Lenovo is the World's Fastest Growing PC Manufacturer!

- Lenovo total worldwide PC share at 17.3% (Source: IDC 3Q 2013)
- Out-growing the worldwide market 18 quarters in a row

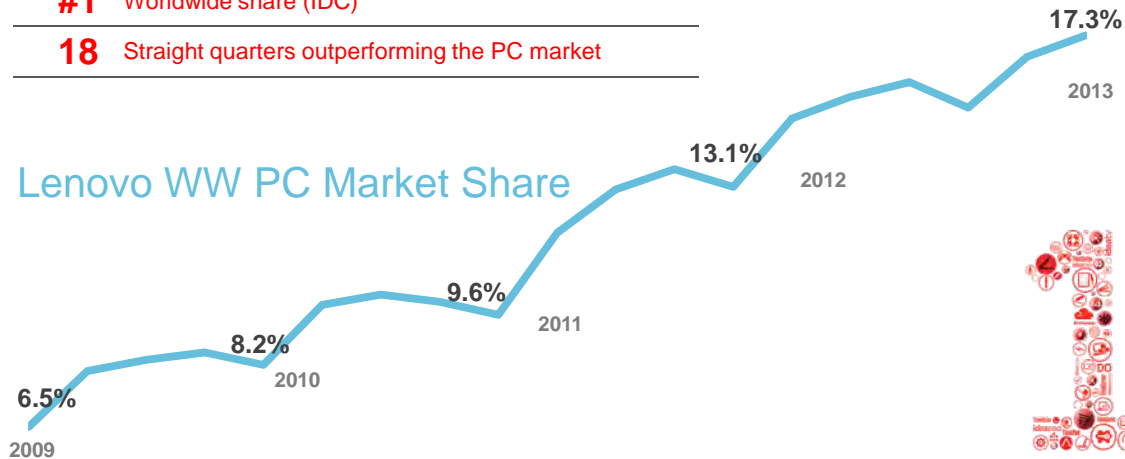
## We Are Winning Around the World (SOURCE: IDC, 3Q 2013 Report)

**"A Market Share Juggernaut." – Wall Street Journal**

**#1** Worldwide share (IDC)

**18** Straight quarters outperforming the PC market

### Lenovo WW PC Market Share



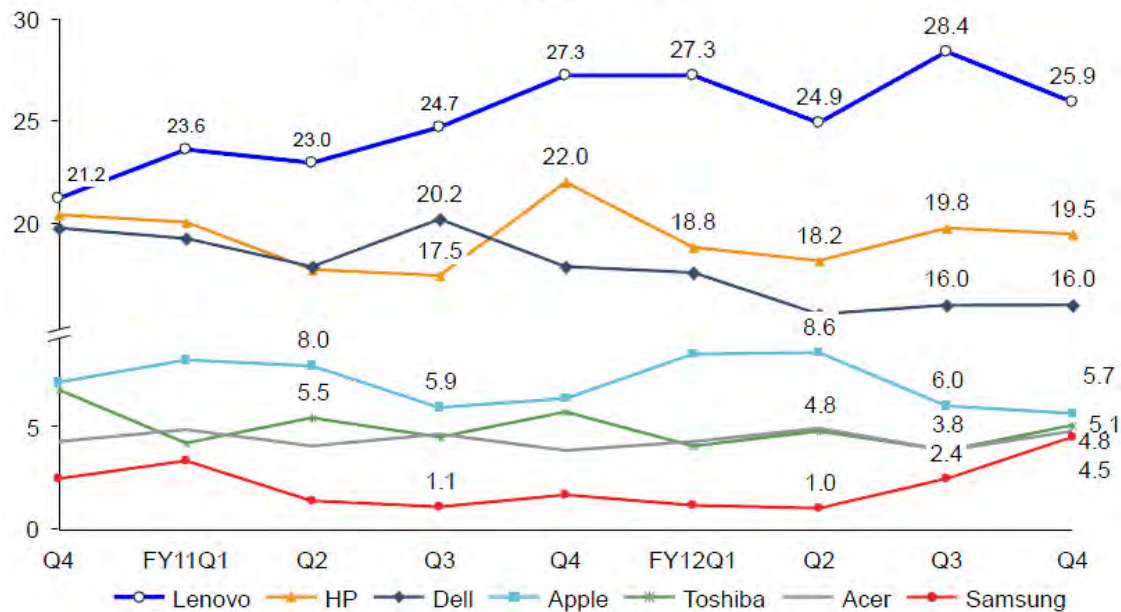
7 2013 LENOVO SOURCE: Internal Data, for CY2013 Q3 Prelim IDC PC Tracker, October 9, 2013

lenovo.

## Lenovo #1 in Global Large Business, Education and Government Notebooks

Leading Global LBEG notebook market with 25.9% share

### WW LBEG NB MKT Share



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SOURCE: IDC HISTORICAL, MAY 13, 2013



## Product Innovations

### ThinkPads Designed to Perform Engineered to Last



#### 24GB mSATA CACHE

Up to 5x performance boost over a standalone 5400rpm HDD



#### PASSES 8 MIL SPEC TESTS

Built to be rugged



#### LENOVO ENHANCED EXPERIENCE

Boot your PC up to 40% faster



#### CARBON FIBER CASES

Stronger, lighter and thinner than aluminum or magnesium



#### PRECISION KEYBOARD

More accurate typing, better spill resistance, and optional backlighting



#### ENHANCED COOLING

28% greater airflow and less cooling vent blockages from dust



## Extensive Touch Portfolio



ThinkPad Tablet 2



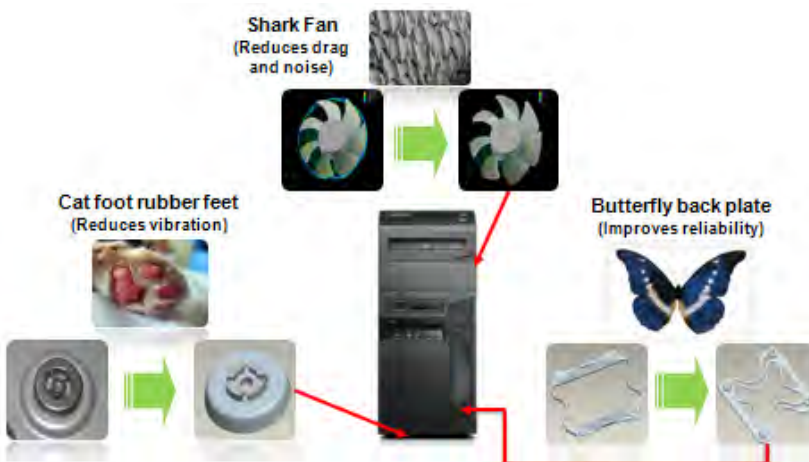
ThinkPad Twist



ThinkPad Helix



## ThinkCentre is Inspired by the Natural World



## ThinkServer



Lenovo ThinkServer line of products includes systems that offer innovative features and superior performance that are priced competitively and can be configured to fit unique business requirements. You can choose from an assortment of single and dual-processor tower and rack servers with fully qualified options, and various software and service offerings. Lenovo ThinkServers are designed to meet today's demanding workloads and are expandable to grow as your organization grows with options that are perfect for your dynamic business.

- Tower Servers
- Rack Servers
- Options
- Software
- Services

ThinkServer delivers highly manageable, open-standard servers with legendary Think reliability and outstanding value. For complete overview of Lenovo ThinkServer products please refer to the following website:

<http://www.lenovo.com/thinkserver>



## ThinkStation Workstations



Lenovo ThinkStation workstations are the reliable, innovative workstations for those who do more. From architects, product designers, financial traders, medical and research professionals, to software designers and engineers, Lenovo creates workstations for those who push technology to its limits, achieve great feats, and leave their mark on the world around them. From the entry-level E31, up to the powerful, dual-processing D30, Lenovo offers a complete line of workstations to meet the demands of your industry.

Like all Think-branded products, our workstations boast innovation and design excellence while delivering quiet, reliable, and powerful solutions for your work environment. Using a proven design, systems and key components stay cool thanks to a unique HexPerf honeycomb design and multi-channel cooling. For ThinkStation users, that means creating, analyzing and developing more, with the confidence that you're using a workstation found to be up to 24% more reliable than our top competitors. (Based on 2012 TBR Study on Workstation Reliability)

With the 30 and 31 series, Lenovo strengthens its award-winning workstation platform with the latest generation of high-performance Intel® Xeon® processors—offering unmatched multicore processing efficiency—combined with powerful graphics from NVIDIA. And with faster memory performance and transfer rates, our workstations empower professionals to do more—fast. Also, they're now more energy-efficient than ever and are made with up to 65 percent recycled materials, making them eco-friendly as well as professional.

### ThinkStation Key Features:

- Latest generation Intel Xeon processors
- 1600MHz memory performance
- Powerful graphics from NVIDIA®
- Multi-channel cooling
- 100% of platforms 80 Plus Gold
- At least 90% efficient power supply
- Up to 65% recycled materials





## Customers Demand and We Deliver Lower Failure Rates

Lenovo has maintained Think brands best quality long established by IBM. In fact, as Lenovo, both the notebook and desktop quality is SIGNIFICANTLY improved. Lenovo has improved Think brand quality, as evidenced by warranty repair rates, every year since transitioning from IBM in early 2005.

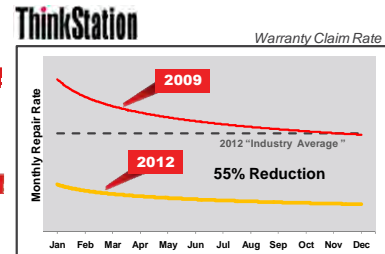
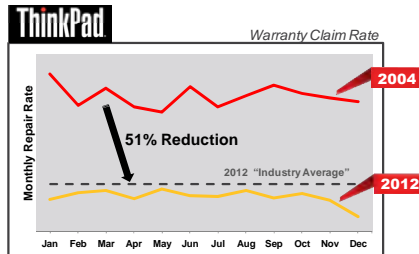
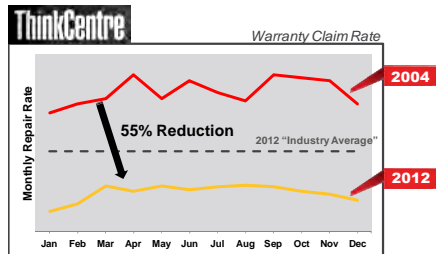
Think brands are lower than available "PC industry average" repair rates as published by Industry analysts

**ThinkCentre – repair rates 55% lower!**

**ThinkPad – repair rates 51% lower!**

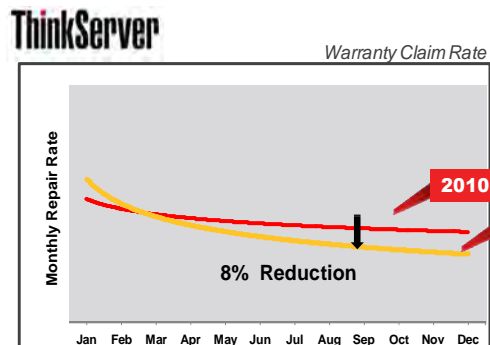
**ThinkStation – repair rates 55% lower!**

**ThinkServer – repair rates 8% lower!**



**8 Years of Continuous Improvement and Industry Leadership**

lenovo. FOR  
THOSE  
WHO DO.



lenovo. FOR  
THOSE  
WHO DO.

## Think is the Most Reliable in the Industry

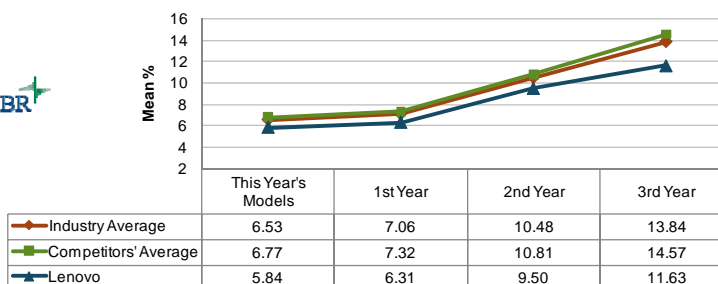
**ThinkPad fails 16% less  
than competitors' average**



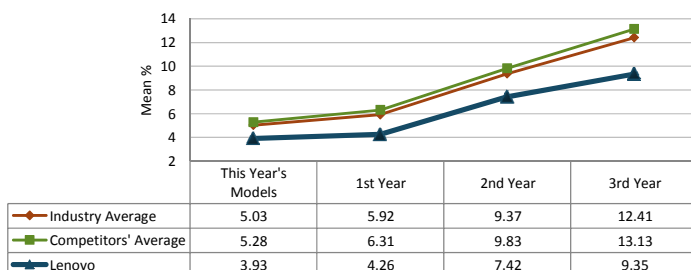
Source: Large Enterprise Repair Rate Study, Apr/May  
2011, TBR  
Industry Average includes Lenovo



**CORPORATE NOTEBOOK STATED REPAIR RATES**  
(Mean % of Systems Requiring Warranty Repair)



**CORPORATE DESKTOP STATED REPAIR RATES**  
(Mean % of Systems Requiring Warranty Repair)



**ThinkCentre fails 28% less  
than competitors' average**

## The ThinkGreen Approach

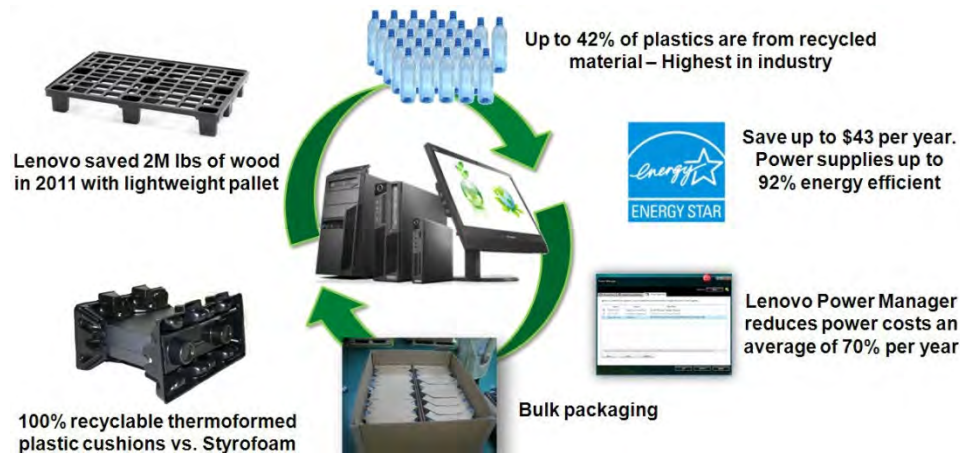
Lenovo engages in responsible environmental practices, making it a champion in the industry across communities in which it does business. Lenovo has a comprehensive environmental approach focused on product design, management and supply-chain operations, product end-of-life management and the health and wellness of employees. Lenovo's corporate environmental policy applies to all Lenovo operations and forms the foundation of Lenovo's Environmental Management System (EMS).

- Lenovo has implemented recycling programs in every country in which we do business, with many of those offering free recycling.
- Lenovo supports a recovery and recycling system in which the major stakeholders (including manufacturers) play a part.
- Lenovo achieved its global compliance of RoHS requirements in 2007 for newly launched Lenovo products.
- Lenovo offers numerous EPEAT Gold rated products in many countries around the world. To get a complete list of Lenovo's EPEAT certified products visit EPEAT's registry search tool ([www.epeat.net](http://www.epeat.net)).
- In 2008 Lenovo reduced the volume of packaging used in our products by over 750 tons which equates to approximately 20% of our total packaging volume for the year. In 2009, Lenovo achieved an additional 125 ton reduction in packaging used in our products



- Lenovo offers a full complement of ENERGY STAR® qualified notebooks, desktops, workstations, monitors, and servers. See [http://www.lenovo.com/social\\_responsibility/us/en/ES\\_Products.pdf](http://www.lenovo.com/social_responsibility/us/en/ES_Products.pdf) for a complete list of Lenovo's ENERGY STAR qualified products.
- Lenovo is ISO 9001, 14001, and 18001 certified.
- Lenovo has GreenGuard certified systems

## Designed To Reduce Waste, Save Energy and Be Recycled



## A Global Service Parts Network to Reach All Customers

A key fundamental component of warranty is service parts stocking. Support for Lenovo products is made available through our industry leading Parts Inventory Management System.

This service support system includes: automated dispatch, and a worldwide parts distribution system.

Lenovo maintains a global network of Central stocking locations (Parts Hubs) that provides parts across our service product lines. This stock is further supported by Forward Stocking Locations, geographically positioned in larger metropolitan areas.

Lenovo's parts stocking and distribution strategy is for parts to be readily available for delivery to a customer's location to meet the required levels of service for each machine type. The location from which parts are distributed is based on the product entitlement. Where possible, parts in support of Next Business Day or longer service are distributed from Central Hubs, while support for Same Business Day service is achieved through Forward Stocking locations.

Lenovo will cross ship parts the same business day they are ordered, provided order is placed before 3 p.m. customer local time. For orders received after that time, Lenovo will ship the part out the next business day. Lenovo does not require receipt of the failed part before sending out a new part.

## Service Parts Stocking



## Parts network provides:

- Same Day shipment when parts are ordered by 3:00pm local time
- On-line order entry
- Support for 175 countries from 465 location

## Online e-Support

Here customers can automatically find system information such as machine type and model, serial number, operating system and BIOS versions, total memory count and warranty information.

Lenovo also offers hardware support post-warranty via our onboard tools such as ThinkVantage Productivity and Rescue and Recovery. Please visit

[http://support.lenovo.com/en\\_US/detail.page?LegacyDocID=TVAN-HOME](http://support.lenovo.com/en_US/detail.page?LegacyDocID=TVAN-HOME) for more information.

## Manufacturing Investments

Lenovo continues to invest in our global manufacturing and distribution infrastructure, understanding that this expansion is key to our growth and necessary to meet our goal of being the number one PC provider.

## United States / North America Expansion



On October 2, 2012, Lenovo announced plans for a new **U.S. PC production line** in early 2013 at our USFC in Whitsett, North Carolina. As a significant extension of Lenovo's world-class manufacturing network, the line is critical to driving the balanced growth and broad strength that fuels our global industry leadership.

Lenovo's investment in this new production capability, paired with our existing facility in Monterrey, Mexico, is another important step forward in GSC's (Global Supply Chain) innovative hybrid supply chain strategy, as we'll now have two strong production nodes to serve the North America region.

The NC Manufacturing line will bring Lenovo even closer to our North American customers and business partners, enabling greater flexibility, resiliency and speed to deliver a superior customer experience.

The NC Manufacturing line will have the versatility to produce a wide range of Think-branded notebooks, desktops, tablets, workstations and servers to better address a wide range of market segments. And our U.S. manufacturing line will embrace best practices from our other great factories around the world, particularly Monterrey, allowing us to maintain Lenovo's industry leadership in product innovation and quality, while we increase responsiveness. We are globalizing our supply chain operations in ways that will give Lenovo structural advantages to realize our best of breed supply chain strategy in the industry.



- Location: USFC in Whitsett, N.C. (near Greensboro)
- 115 manufacturing employees (direct and indirect)
- Key Customer Benefits:
  - Faster delivery lead times in many scenarios
  - Tighter integration of broader, more valuable set of services
- Product Manufacturing Capabilities:
  - ThinkPad
  - ThinkPad Tablet 2
  - ThinkCentre Desktop
  - ThinkCentre AIOs
  - ThinkStation
  - ThinkServer



## Flexible Fulfillment

Lenovo offers all of our customers aggressively priced and best-of-breed products with a fulfillment model tailored to meet your requirements. With a robust direct offering and a strong reseller channel, Lenovo gives customers more innovative choices to meet their needs. Lenovo recognizes no two customers are alike, that's why Lenovo offers a highly customizable fulfillment experience enhanced by our network of premier business partners.

## Some Customers Have Very Unique Demands



## Lenovo's Commitment to WSCA-NASPO

- Technology Leadership, Quality & Reliability
- Ease of doing business
- Execution on Commitments

## Conclusion

Lenovo is focused on our commitment to provide WSCA/NASPO with a quality solution. The proposed solution provides a number of significant benefits to WSCA/NASPO centered on our award winning ThinkCentre and ThinkPad technology, ease of deployment with Lenovo factory imaging and asset tag services and providing superior customer service throughout the life of the PCs. Our solution includes technologies with demonstrated value and real savings in both hard and soft dollar costs. We look forward to the chance to speak to WSCA/NASPO in more detail about our solutions.

## SECTION 1: SCOPE OF WORK

### A. INTRODUCTION

The State of Minnesota, Department of Administration, Materials Management Division is requesting proposals on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO"). The purpose of this Request For Proposal (hereafter called the RFP) is to establish Minnesota WSCA-NASPO Master Agreement(s) with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including related Peripherals & Services)**.

This RFP describes a relationship to be established between the Lead State and a responder and also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. Detailed Contract obligations and measures of performance may be further defined in the final negotiated Contracts. The RFP shall not be construed to limit the Lead State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder.

Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified, at which time the names of the vendors responding to this RFP will be read. Late responses cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this RFP.

For the purpose of this RFP, there are six product bands identified below which may be awarded. Responders must only respond to Bands in which they manufacture the defined product. The State of Minnesota intends to establish multiple awards per band. The State of Minnesota reserves the right to eliminate any bands from the final award.

- Band 1: Desktop
- Band 2: Laptop
- Band 3: Tablet
- Band 4: Server
- Band 5: Storage
- Band 6: Ruggedized Devices

The Master Agreement(s) resulting from this RFP will replace the current State of Minnesota WSCA/NASPO PC Contracts awarded in 2009. Information on these contracts is available at [http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp).

All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreements, Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

This RFP will result in a Master Agreement. The Master Agreement contract terms will begin on the date of contract execution, to 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties. Participating States will have the option to participate and further refine their Terms and Conditions through a Participating Addendum.



## B. OBJECTIVE

The objectives of this RFP are to:

- Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions.
- Obtain competitive pricing for specific standard configurations through a Premium Saving Package (PSP) program
- Reduce contracting costs for each participating state through a cooperative competitive procurement process

Proposers will provide an initial discount for a quantity of one unit. Proposers are to base discounts on the collective volume of potential purchases by the numerous state and local government entities. The objective of the procurement is to consolidate spend for participating entities to receive highly competitive pricing at the quantity one unit. In Calendar Year 2012, there was approximately \$2,249,935,555.39 of spend. Further bulk/quantity savings are obtained when additional quantities are requested. Participating States and political subdivisions are encouraged to continually re-compete and obtain quotes for further quantity discounts among the awarded vendors to obtain the lowest price.

The awarded Contract Vendors should realize significant savings by managing a single comprehensive Master Agreement establishing common terms, conditions, pricing and administrative structure.

## C. WSCA-NASPO BACKGROUND INFORMATION

Since 1993, the Western States Contracting Alliance (WSCA) served as the primary cooperative purchasing arm of The National Association of State Procurement Officials (NASPO) and encouraged, fostered, and guided participating members to work collaboratively in an effort to create true procurement cooperatives.

NASPO has formed a subsidiary entity, the WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO), LLC to manage its WSCA-NASPO national cooperative purchasing program. The LLC was formed in October of 2012 and began operating officially on January 1, 2013. A 21-member Management Board has been appointed to oversee the operations and activities of the new organization.

WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program that will leverage the collective expertise and experience of WSCA and NASPO, aggregate the demand of all 50 states, the District of Columbia and the five organized territories, and their political subdivisions and other eligible entities, and help spur innovation and competition in the marketplace.

## D. PARTICIPATING STATES

Apart from the Lead State conducting the solicitation, the states listed below have signified their intent to participate in the Master Agreement(s) resulting from this RFP. These States are considered Participating States for the purposes of this solicitation and its resulting contracts(s). WSCA-NASPO experience has shown states that have participated in previous WSCA-NASPO solicitations will continue to participate in subsequent solicitations. WSCA-NASPO is still in the process of gathering Intent to Participates from the current participating states for this Solicitation and will be added through an addendum process. Additional states may decide to participate during the course of this solicitation or after the Master Agreements have been awarded.

Some State specific Terms and Conditions are provided in Section 6. These are **for informational purposes only** and will be negotiated with individual States after award of the Master Agreement. All States reserve the right to add additional terms and conditions to a participating addendums.

**Intent to Participate Notices have been received to date from the following States:**

Alaska	Louisiana	Oklahoma
Arkansas	Maine	Oregon
California	Massachusetts	Rhode Island
Colorado	Minnesota	South Carolina
Connecticut	Missouri	South Dakota
Delaware	Montana	Tennessee
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Washington
Indiana	New Jersey	Wyoming
Iowa	New Mexico	
Kansas	North Dakota	

## Current States Participating Sales Volumes for Calendar Year 2012:

### WSCA-NASPO Computer Equipment, Peripherals & Related Services (MN)

AL	\$ 1,991.58
AK	\$ 24,884,137.39
AZ	\$ 122,381,318.74
AR	\$ 62,658,846.17
CA	\$ 404,480,102.37
CO	\$ 75,872,058.49
CT	\$ 28,836,220.63
DE	\$ 23,509,996.64
FL	\$ 132,505,135.81
GA	\$ 130,038,621.09
HI	\$ 28,997,688.94
ID	\$ 31,482,975.19
IL	\$ 19,257,318.80
IN	\$ 179,972.91
IA	\$ 40,306,892.81
KS	\$ 45,893,491.19
KY	\$ 23,441,498.83
LA	\$ 85,333,419.12
ME	\$ 849,845.49
MD	\$ 4,487,490.52
MA	\$ 71,782,524.97
MI	\$ 16,171,200.29
MN	\$ 120,195,299.91
MS	\$ 933.00
MO	\$ 22,025,159.85
MT	\$ 13,309,651.01

NE	\$ 29,261,413.77
NV	\$ 47,743,617.59
NH	\$ 9,098,920.23
NJ	\$ 272,610,471.34
NM	\$ 38,547,219.37
NY	\$ 133,791.94
NC	\$ 13,974,511.45
ND	\$ 10,568,665.27
OH	\$ 47,619,206.76
OK	\$ 41,259,365.85
OR	\$ 47,675,346.81
PA	\$ 2,881,183.44
RI	\$ 10,995,869.42
SC	\$ 127,553,244.51
SD	\$ 18,202,443.15
TN	\$ 2,926,492.79
WY	\$ 14,746,570.36
AS	\$ -
DC	\$ 3,269,745.16
GU	\$ 13,780.52
MP	\$ -
PR	\$ -
VI	\$ -
TOTAL	\$ 2,249,935,555.39

## E. PRODUCT BAND DEFINITIONS

This RFP is divided into six (6) hardware product bands. Each band includes related peripherals and services. All products and services offered within each band are subject to the restrictions provided in the Product Restrictions Section of this RFP. With the evolution of technology bands will be flexible and may be redefined during the course of the contract.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.

**Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

## F. CONFIGURATION DOLLAR LIMITS

**1. CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

## G. RESTRICTIONS

The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

### a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

### b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

### c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

### d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

## H. DEFINITIONS

**Acceptance.** See Section 2B28 for Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**Finalist.** A respondent who is found to be responsive under Phases I and II of the evaluation process and will be considered in Phase III.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.



**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. See link: <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Mandatory.** Within the requirements, the terms “must” and “shall” identify a mandatory item or factor.  
**Failure to meet a mandatory requirement results in the rejection of the Responder’s proposal unless all responders are unable to meet the mandatory requirement.** Any objections to requirements should be identified by proposers in the Question and Answer period.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software “glue” that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant’s willingness to purchase and the Contract Vendor’s willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor ~~and approved by the Participating State~~, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor’s Master Agreement. In the RFP, Partner is the term that will be used to call out the many different relationships a manufacturer may have with

another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement.

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This is band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor’s process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

**Lenovo Response:**

Lenovo has read, understands and complies to Section 1: Scope of Work except where notated.

## SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

### **ALL TERMS AND CONDITIONS A-D APPLY TO THE MASTER AGREEMENT CONTRACT**

A statement of acceptance of the proposed Master Agreement Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented.

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

B. WSCA-NASPO TERMS & CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

D. FORMS

## A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation; and
4. Accepted portions of Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents. This notification is due no later than seven calendar days prior to the proposal due date and time.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle

Acquisition Management Specialist

Department of Administration

Materials Management Division

50 Sherburne Avenue

112 Administration Building

St. Paul, MN 55155

Fax: 651.297.3996

E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

8. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
- clearly mark all trade secret materials in its response at the time the response is submitted;
  - include a statement with its response justifying the trade secret designation for each item; and
  - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any



issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document. To download the document, you must type or copy and paste the URL address listed below into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or other media. If you use the URL address listed below as a link, you will be unable to save the document to your hard drive or other media.

Please type or copy and paste the following URL address into your browser:  
Version dated 01/22/2014 provided via addendum 12 includes revisions resulting from addenda.

If you need assistance please contact our HelpLine at 651.296.2600.

11. **ENTIRE AGREEMENT.** *A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.*
12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.
13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Susan Kahle [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)  
Acquisition Management Specialist  
50 Sherburne Avenue  
112 Administration Bldg.  
St. Paul, MN 55155

16. **PRE-PROPOSAL MEETING.** A pre-proposal meeting will be held for all interested responders to review any concerns regarding this Request for Proposal. Attendance at this meeting is **NOT** MANDATORY, but is strongly recommended. See Schedule of events for date and time. To register for webinar: <https://amrmsevents.webex.com/amrmsevents/onstage/g.php?d=663850855&t=a>

17. **PROPOSAL PREPARATION.** Responses are to be prepared and presented in the same sequential order as the questions are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements. **MARKETING MATERIALS WILL NOT BE ACCEPTED AS A RESPONSE.**

The response to this Request for Proposal (RFP) must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified in the schedule of events, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C and all other applicable laws apply to this Request for Proposal.

#### NARRATIVE RESPONSE

- UTILIZE DOUBLE SIDED PRINTING - DO NOT INCLUDE UNNECESSARY BINDERS
- CLEARLY TAB AND MARK EACH DOCUMENT ACCORDING TO SECTIONS 1-6 AS NOTED IN THE TABLE OF CONTENTS.

Submit **1 ORIGINAL** and **3 COPIES** of the narrative response. Submit an electronic version in a searchable .pdf and also an unlocked word document.

The original copy of the response must be signed by an authorized member of the firm and marked Original.

**Do not include the COST PROPOSAL in the narrative response. The Cost proposal are to be submitted sealed and separately.**

#### COST PROPOSAL

- SUBMIT SEPARATELY FROM NARRATIVE IN SEALED ENVELOP CLEARLY MARKED COST PROPOSAL

Submit **1 ORIGINAL PRINTED** of the COST PROPOSAL in a separate sealed envelope marked **Cost Proposal**. Submit an electronic version in a searchable .pdf, word and an unlocked EXCEL document.

Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. Once the RFP is awarded, the original copies will be kept, but all other copies and the electronic copies may be destroyed.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

This Request for Proposal does not commit the Lead State to award any Master Agreement or to pay any costs incurred by the vendors responding. Any materials submitted may be incorporated by reference in the final Master Agreement.

The Lead State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Master Agreement Administrator. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request.
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business, and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

**FORMS MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE OR THE RESPONSE MAY BE REJECTED.**

18. **QUESTIONS.** Questions must be submitted in writing to Master Agreement Administrator. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See schedule of events for date and time. Responses to questions released via addendum 3: [MN WSCA-NASPO COMPUTER RESPONSES](#) released via addendum 5.
19. **SCHEDULE OF EVENTS.** This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

Date/Time	ACTION
September 16, 2013	Publish RFP
October 1, 2013 1:00 p.m. – 3:30 p.m. Central Time	Optional Pre-Proposal Webinar To register for webinar: <a href="https://amrmsevents.webex.com/amrmsevents/onstage/g.php?d=663850855&amp;t=a">https://amrmsevents.webex.com/amrmsevents/onstage/g.php?d=663850855&amp;t=a</a>
October 7, 2013 Due 3:00 P.M. CT	Questions Due Clearly reference the section and item to which question pertains. Accepted via email to <a href="mailto:susan.kahle@state.mn.us">susan.kahle@state.mn.us</a>
<b>ORIGINAL: NOVEMBER 18, 2013</b>	<b>Proposal Due Date/Proposal Opening 3:00 P.M. CT</b>
<b>REVISED ADDENDUM 12: JANUARY 29, 2014</b>	<b>Proposal Due Date/Proposal Opening 3:00 P.M. CT</b>

20. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the Lead State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.

**Lenovo Response:**

Lenovo is registered as a vendor to the Lead State in the SWIFT Procurement System. The SWIFT Vendor ID for Lenovo is 0000271131.

## CHECKLIST.

**This list may not be comprehensive, read the RFP thoroughly for information required in this solicitation.**

- ☒ One original and three copies of the NARRATIVE proposal. One electronic searchable pdf and one editable word/ excel document on flash drive or CD. DO NOT INCLUDE COST PROPOSAL WITH THE NARRATIVE
  - ☒ One original PRINTED COST proposal SEALED including the cost evaluation forms. Also include one electronic flash drive or CD as searchable .pdf and word document in **sealed in separate envelope**
  - ☒ Cost Proposal includes:
    1. Responses to Section 4
    2. BaseLine Price List dated November 15, 2013
    3. Proposed Product and Services Schedule
    4. Price Workbooks for applicable Bands – include all tabs.
  - ☒ Signed Addendums (if applicable)
  - ☒ Response to Master Agreement Terms & Conditions (A-D) in order presented in the RFP, clearly marked and tabbed. Acceptance of Terms of condition must be noted and alternative language presented. Utilize Exception form provided
  - ☒ Response to Requirements in order presented in the RFP, clearly marked and tabbed. Describe HOW the requirement will be met. **NOTE: Requirements need to be checked yes or no. If checked no, response may be rejected. Vendors should express concerns regarding requirements during the question and answer period. If ALL vendors are unable to meet the requirement, the Lead State reserves the right to waive the requirement.**
  - ☒ Forms included in RFP
    - X   Signature Page
    - X   Affirmative Action Certification
    - X   Trade Secret Information
- NOTE: Trade secret information must be redacted from proposal and submitted in separate sealed envelope clearly marked with the Trade Secret Form.**
- X   Affidavit of Non-Collusion
  - X   Service & Delivery
  - X   Savings
  - X   Taxpayer Identification
  - X   Veterans Preference
  - X   Question Form
  - X   T&C Exception Form
  - X   VPAT WCAG Accessibility Form (for the proposed website supporting the contract)
- ☒ Insurance - Does not need to be provided with proposal, but evidence must be provided prior to award. Review and confirm company can meet these

## B. WSCA-NASPO TERMS AND CONDITIONS

Please find Lenovo's proposed redlines to the WSCA-NASPO Terms and Conditions below.



## SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

### B. WSCA-NASPO TERMS AND CONDITIONS

**1. ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

**2. AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
3. The Solicitation; and
4. Accepted portions of the Contract Vendor's response to the Solicitation, as modified in any proposal revisions (if permitted)

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**3. AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

**4. ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**5. ASSIGNMENT/SUBCONTRACT.** Other than to Warranty Service Providers in the ordinary course of Contract Vendor's business. Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

**6. CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in

association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

## **7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**

**7.1 Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** ~~Intentionally Omitted. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.~~

**7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

**8. DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

## **9. DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or

- iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 45-30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
- i. Exercise any remedy provided by law; and
  - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
  - iii. Impose liquidated damages as provided in this Master Agreement; and
  - iv. Suspend Contract Vendor from receiving future bid solicitations; and
  - v. Suspend Contract Vendor's performance; and
  - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**10. DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. -Additional delivery charges will not be allowed for back orders.

**11. FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

**12. GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

**13. INDEMNIFICATION. ~~DELETED SEE SECTION 2C17~~** Contract Vendor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities, and Purchasing Entities, along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contract Vendor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

**14. INDEMNIFICATION – INTELLECTUAL PROPERTY. ~~DELETED SEE SECTION 2C17~~**

~~The Contract Vendor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities, and Purchasing Entities, along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contract Vendor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:~~

~~(1) the Product, system or method is:~~

~~(a) provided by the Contract Vendor or the Contract Vendor's subsidiaries or affiliates;~~

~~(b) specified by the Contract Vendor to work with the Product; or~~

~~(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or~~

~~(2) it would be reasonably expected to use the Product in combination with such product, system or method.~~

~~The Indemnified Party shall notify the Contract Vendor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contract Vendor shall not be relieved from its obligations unless the Contract Vendor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contract Vendor. If the Contract Vendor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contract Vendor's reasonable request and expense, information and assistance necessary for such defense. If the Contract Vendor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contract Vendor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.~~

~~If Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.~~

**15. INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

**16. INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

**17. INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

**18. LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

**20. NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

**21. ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

**22. PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

**23. PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.



**24. PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

**26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

**27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

A. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month ~~30-day~~ following the end of the calendar quarter (as specified in the reporting tool).

B. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month ~~following thirty (30) days after~~ the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

C. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

D. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **28. ACCEPTANCE AND ACCEPTANCE TESTING**

**A. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) ~~shall~~ may determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). ~~No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services.~~ The Purchasing Entity will ~~make every effort to~~ notify the Contractor within thirty (30) calendar days following delivery of ~~non-acceptance of a~~ Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**B. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT.** ~~Upon Acceptance by the Purchasing Entity, Contract Vendor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity transferee.~~

## **OWNERSHIP**

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual,

irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

**31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

**32. WARRANTY.** ~~The Contract Vendor warrants manufactured products. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: for a period of one year from the date of Acceptance that: (a) the Product performs according to the specifications all specific claims that the Contract Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contract Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) The Contract Vendor warrants that the Contract Vendor branded Product is free of defects in materials and workmanship under normal use during the Warranty Period. The warranty period for a hardware Product starts on the original date of purchase specified on Contract Vendor's invoice unless specified otherwise by Contract Vendor in writing. The warranty period and type of warranty service that apply to a hardware Product are specified in Attachment A, Warranty Service Information.~~

~~This warranty shall not apply to any hardware Product which has been subjected to misuse, accident, unauthorized modification; operated in an unsuitable physical or operating environment; subjected to natural disasters, power surges or unauthorized maintenance; to any third party hardware product, including those that Contract Vendor may provide or integrate into the Contract Vendor hardware Product at Participating Entity's request; or to software, whether provided with a hardware Product or installed subsequently. This warranty does not include any technical support, such as assistance with "how-to" questions and those regarding hardware Product set-up and installation. This warranty shall be voided by the removal or alteration of identification labels on a hardware Product or its parts. In no event shall this warranty include liability for uninterrupted or error-free operation of a hardware Product or any loss of, or damage to data by a hardware Product.~~

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SERVICE, SUPPORT AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS, SERVICE PROVIDERS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO PARTICIPATING ENTITY.**

For third party products sold by the Contract Vendor, the Contract Vendor will assign ~~the any~~ manufacturer or publisher's warranty and maintenance. ~~The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues. To the extent Contract Vendor is authorized to do so.~~

~~Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court, or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

**33. LIMITATION OF LIABILITY.** Except for: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property; (iii) Contract Vendor's indemnification obligations under the relevant Participating addendum, if any, and (iv) Contract Vendor's breach of its confidentiality obligations under Section 7, other than the loss or disclosure of data or information on a hard drive, solid state drive or Product:

(a) Neither party shall be liable to the other party for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (i) third-party claims for damages; (ii) loss of, or damage to, data; (iii) special, incidental, indirect, punitive, exemplary or consequential damages; or (iv) loss of profits, business, revenue, goodwill or anticipated savings; and

(b) The maximum cumulative liability of either party to the other party for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by Participating Entity to Contract Vendor for all orders issued under this Agreement.

## **Attachment A**

### **Warranty Service Information**

If a defect in material or workmanship is discovered during the warranty period, warranty service may be obtained by contacting Lenovo or a Lenovo approved service provider ("Service Provider"). Repair, correction and replacement in the manner described below shall constitute fulfillment of all of Lenovo's obligations under the Lenovo limited warranty. A list of Service Providers and their telephone numbers is available at [www.lenovo.com/support/phone](http://www.lenovo.com/support/phone).

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for information specific to your location.

#### **Customer Responsibilities for Warranty Service**

Before warranty service is provided, Customer must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to Customer facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the hardware Product or, if Customer is unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a hardware Product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the hardware Product or part is free of any legal restrictions that prevent its replacement
- if Customer is not the owner of a hardware Product or part, obtain authorization from the owner for the Service Provider to provide warranty service

#### **What the Service Provider Will Do to Correct Problems**

When Customer contacts a Service Provider, Customer must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve the problem by telephone, e-mail or remote assistance. The Service Provider may direct Customer to download and install designated software updates.

Some problems may be resolved with a replacement part to be installed by Customer called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to Customer for installation.

If the problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the **Type of Warranty Service** designated for the hardware Product as specified in the table below.

If the Service Provider determines that it is unable to repair the hardware Product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace the hardware Product, Customer's sole remedy under this Limited Warranty is to return the hardware Product to the place of purchase or to Lenovo for a refund of the purchase price.

#### **Replacement Products and Parts**

When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes Lenovo's property and the replacement hardware Product or part becomes Customer's property. Only unaltered Lenovo hardware Products and parts are eligible for replacement. The replacement hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original hardware Product or part. The replacement hardware Product or part shall be warranted for the balance of the period remaining on the original hardware Product.

#### **What this Warranty Does not Cover**

This warranty does not cover the following:

- uninterrupted or error-free operation of a hardware Product
- loss of, or damage to, Customer data by a hardware Product
- any software programs, whether provided with the hardware Product or installed subsequently



- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with the hardware Product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo hardware Product at Customer's request
- any technical or other support, such as assistance with "how-to" questions and those regarding the hardware Product set-up and installation
- hardware Products or parts with an altered identification label or from which the identification label has been removed

## **Warranty Information**

<b><u>Hardware Product Type</u></b>	<b><u>Warranty Period</u></b>	<b><u>Type of Warranty Service</u></b>
<b><u>Notebook Battery</u></b>	<b><u>One (1) Year</u></b>	<b><u>1</u></b>

(Complete the above table)

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for the hardware Product and the available service. Scheduling of service will depend upon the time of Customer's call, parts availability, and other factors.

## **Types of Warranty Service**

### **1. Customer Replaceable Unit ("CRU") Service**

Under CRU Service, a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for the hardware Product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the hardware Product or at [www.lenovo.com/CRUs](http://www.lenovo.com/CRUs). The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement CRU.

### **2. On-Site Service**

Under On-Site Service, a Service Provider will either repair or exchange the hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the hardware Product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the hardware Product to the service center at its expense.

### **3. Courier or Depot Service**

Under Courier or Depot Service, the hardware Product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. Customer is responsible for disconnecting the hardware Product and packing it in a shipping container provided to Customer for return of the hardware Product to a designated service center. A courier will pick up the hardware Product and deliver it to the designated service center. The service center will return the hardware Product to Customer at its expense.

### **4. Customer Carry-In Service**

Under Customer Carry-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available for collection by Customer. Failure to collect the hardware Product may result in the Service Provider disposing of the hardware Product as it sees fit, with no liability to Customer.

#### **5. Mail-In Service**

Under Mail-In Service, the hardware Product will be repaired or exchanged at a designated service center after Customer delivers it at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be returned to Customer at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

#### **6. Customer Two-Way Mail-In Service**

Under Customer Two-Way Mail-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available to Customer for return shipping at Customer's risk and expense. If Customer fails to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to Customer.

#### **7. Product Exchange Service**

Under Product Exchange Service, Lenovo will ship a replacement hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement hardware Product becomes the property of Customer in exchange for the failed hardware Product, which becomes the property of Lenovo. Customer shall pack the failed hardware Product in the shipping carton used to ship the replacement hardware Product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If Customer fails to use the carton in which the replacement hardware Product was received, Customer may be responsible for any damage to the failed hardware Product occurring during shipment. Customer may be charged for the replacement hardware Product if Lenovo does not receive the failed hardware Product within thirty (30) days of Customer's receipt of the replacement hardware Product.

## C. MINNESOTA TERMS AND CONDITIONS

Please find Lenovo's proposed redlines to the Minnesota Terms and Conditions below.

## SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

### C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity-Lead State, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    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 and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," 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 it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 list of parties excluded from federal procurement and nonprocurement programs.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

**b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. 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.
2. 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.

- 9. CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those



products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

- 10. CONFLICT MINERALS.** Contract Vendor agrees to provide information upon request regarding adherence to the Federal Conflict Minerals Trade Act. See: <http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838>  
<http://www.sec.gov/news/press/2012/2012-163.htm>
- 11. COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
- 12. EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
- 13. FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
- 14. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).  
  
In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.  
  
The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
- 15. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

**16. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to

employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

**17. INDEMNIFICATION.** The Contract Vendor shall indemnify, protect, save and hold harmless the ~~Lead~~ State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including ~~all legal reasonable attorney's fees and related costs~~ incurred by the ~~Lead~~ State and the Participating Entity ~~for any death, bodily injury, or damage to real or tangible personal property~~ arising from the ~~act or omission of the Contract Vendor in the performance of the Master Agreement and this Participating Addendum~~ by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the ~~Lead~~ State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

**INTELLECTUAL PROPERTY INDEMNIFICATION.** ~~The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such shall defend the State and the Participating Entity from and against a claim by any third party against the Participating Entity that a Contract Vendor branded Product infringes upon that party's patent or trademark, and shall pay any damages including reasonable attorney's fees that a court finally awards, provided that the State or Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity. (a) promptly notifies Contract Vendor in writing of the claim; and (b) allows Contract Vendor to control, and cooperates with Contract Vendor in, the defense and any related settlement negotiations. The foregoing is Contract Vendor's entire obligation to the State or Participating Entity regarding any claim of infringement. If such a claim is made or appears likely to be made, the State or Participating Entity shall permit Contract Vendor to enable the State or Contract Entity to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Contract Vendor determines that none of these alternatives is reasonably available, the State or Participating Entity shall return the Product to Contract Vendor at its written request. Contract Vendor will provide a credit to the State or Participating Entity equal to the amount paid for the Product. Contract Vendor shall have no obligation regarding any claim based upon: (i) anything the State or Participating Entity provides which is incorporated into, or combined with a Product; (ii) the State's or Participating Entity's unauthorized modification of a Product; (iii) the combination, operation, or use of a Product with any products not provided by Contract Vendor as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Contract Vendor did not provide; (iv) Contract Vendor's compliance with the State's or Participating Entity's specifications or requirements; or (v) infringement by a third party Product alone, as opposed to its combination with a Contract Vendor branded Product.~~

~~If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating~~

~~Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law~~

**47.18. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

**48.19. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

**49.20. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards ~~are not applicable for~~ do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**20.21. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

**21.22. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master



Agreement”, “Master Agreement Administrator” and “Contract Administrator” modified appropriately to preserve the State’s rights.

**22-23. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION**

**SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard (“PCIDSS”). “Network Components” shall include, but are not limited to, Contract Vendor’s firewalls, switches, routers, wireless access points, network appliances, and other security appliances; “Applications” shall include, but are not limited to, all purchased and custom external (web) applications. “Servers” shall include, but are not limited to, all of Contract Vendor’s web, database, authentication, DNS, mail, proxy, and NTP servers. “Cardholder Data” shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder’s account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor’s operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

**23-24. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**24-25. PREFERENCE.**

**Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division’s web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under “Vendor Information, Directory of Certified TG/ED Vendors.”

To verify TG eligibility for preference, refer to the Materials Management Division’s web site under “Vendor Information, Targeted Groups Eligible for Preference in State Purchasing” or call the Division’s HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person’s United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).



In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

**25-26. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

**26-27. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**27-28. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

**28-29. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

- reject any and all responses received;
- select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

**29-30. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

**30-31. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

**31-32. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

**32-33. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs:

Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

| ~~34.32.~~ **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37.

## D. FORMS



Materials Management  
Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

REQUEST FOR PROPOSAL  
SIGNATURE PAGE

**Computer Equipment:  
(Desktops, Laptops, Tablets,  
Servers & Storage including  
Related Peripherals & Services)**

Name of Vendor: Lenovo (United States) Inc. Vendor E-Mail: [mmaloney@lenovo.com](mailto:mmaloney@lenovo.com)

Address: 1009 Think Place, Morrisville, NC 27560

Phone: (919) 257-5030 Fax: 919-257-4989 Date: November 16, 2013

Authorized Signature: 

Typed name of signer: Melissa Maloney Title: Director of Public Sector Sales

*Signer must be authorized to contractually obligate the vendor.*

Type or print clearly the name of the person who prepared the response: Melissa D. Autrey

[mautrey@lenovo.com](mailto:mautrey@lenovo.com)

EMAIL/PHONE: Phone: 919-294-0609

(For Agency Use Only) Vendor# \_\_\_\_\_  
Contract Period \_\_\_\_\_

## State Of Minnesota – Affirmative Action Data Page

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and-if required-to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification

### BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to **Box C**. Include a copy of your certificate with your response.
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). **Proceed to Box C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to Box C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

### BOX B – For those companies not described in BOX A

Check below.

- ☒ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

### BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contract. Contractors are alerted to these requirements by the federal government.)

Name of Company: Lenovo (United States) Inc. Date: 10/16/2013

Authorized Signature: Melissa Autrey Telephone number: 919-294-0609

Printed Name: Melissa Autrey Title: WSCA/NASPO Programs Administrator

### For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building 625 Robert Street North, Saint Paul, MN 55155 TC Metro: (651) 296-5663 Toll Free: 800-657-3704

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: (651) 296-9042 TTY: (651) 296-1283

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

Affirmative Action Certification Page, Revised 8/11 – MDHR



### Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

**All responders must select one of the following boxes:**

- ☒ My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My response **does** contain trade secret information because it contains data that:
1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
  2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
  3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

**Complete only if trade secret status is asserted:**

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

**Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data that does not meet the definition of trade secret as defined by Minn.Stat. § 13.591subd.1(b) will become public in accordance with Minn. Stat. § 13.591. The State reserves its right to make its own determination of Responder's Trade Secret Materials.**

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ONLY information properly identified utilizing this form will be eligible for Trade Secret designation. This form must accompany any documentation that is being submitted for Trade Secret. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Master Agreement. Information labeled "confidential", "proprietary", or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the form provided in the solicitation is properly completed and submitted as a cover page to the information, and it meets the statutory definition of a trade secret. By submitting a response you agree that the information submitted that does not follow the trade secret process defined herein and does not meet the



**Minnesota WCSA-NASPO  
RFP for Computer Equipment**



statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION  
AFFIDAVIT OF NONCOLLUSION**

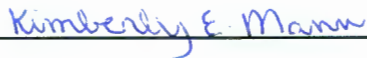
**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION  
AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: Melissa Maloney   
Date: October 4<sup>th</sup>, 2013  
Firm Name: Lenovo (United States) Inc.

Subscribed and sworn to me this 4<sup>th</sup> day of October 2013

Kimberly E. Mann   
Notary Public

My commission expires September 6<sup>th</sup>, 2015



STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION

**PRIMARY CONTACT PERSON FOR MASTER AGREEMENT:**

NAME:	<u>Melissa Autrey</u>	TITLE:	<u>WSCA/NASPO Programs Administrator</u>
TELEPHONE NUMBER:	<u>919-294-0609</u>	FAX NUMBER:	<u>919-257-4989</u>
TOLL FREE NUMBER:	<u>866-426-8334 x 2940609</u>	E-MAIL:	<u>mautrey@lenovo.com</u>

**CONTACT PERSON TO EXPEDITE ORDERS** (if different from above):

NAME:	<u>Melissa Maloney</u>	TITLE:	<u>Public Sector Sales Director</u>
TELEPHONE NUMBER:	<u>919-257-5030</u>	FAX NUMBER:	<u>919-257-4989</u>
TOLL FREE NUMBER:	<u>866-426-8334 x 2575030</u>	E-MAIL:	<u>mmaloney@lenovo.com</u>

**ORDER ADDRESS:**

STREET/PO BOX:	<u>1009 Think Place Building 1, 3P34 Attn: Melissa Autrey</u>		
CITY/STATE:	<u>Morrisville, NC</u>	ZIPCODE:	<u>27560</u>
TELEPHONE NUMBER:	<u>919-294-0609</u>	FAX NUMBER:	<u>919-257-4989</u>
TOLL FREE NUMBER:	<u>866-426-8334 x 2940609</u>	E-MAIL:	<u>mautrey@lenovo.com</u>

**REMIT-TO ADDRESS:**

STREET/PO BOX:	<u>Lenovo (United States) Inc. P.O. Box 643055</u>		
CITY/STATE:	<u>Pittsburgh, PA</u>	ZIPCODE:	<u>15264-3055</u>
TELEPHONE NUMBER:	<u>919-294-0609</u>	FAX NUMBER:	<u>919-257-4989</u>
TOLL FREE NUMBER:	<u>866-426-8334 x 2940609</u>	E-MAIL:	<u>mautrey@lenovo.com</u>

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS

**SAVINGS REPORT.**

Responders are required to calculate the percentage savings the State will realize as a result of the Master Agreement and include the amount of the percentage savings in the response.

**Master Agreement Prices Average:** \_\_\_ % Less than the price quoted to the general public (for reporting purposes only).

Product Categories:	WSCA End User Customer Discount off List Price schedule
Accessories:	20% off List Price, 3% off List Price if TopSeller Model
Visuals:	12% off List Price, 3% off List Price if TopSeller Model
ThinkCentres:	32% off List Price if Corporate Model, 3% off List Price if TopSeller Model
ThinkPads:	32% off List Price if Corporate Model, 3% off List Price if TopSeller Model
ThinkPads: ThinkPad Edge	3% off List Price
Mini-Notebook/Companion (i.e. ThinkPad X131e)	20% off List Price Corporate Model, 3% off List Price if TopSeller Model
Tablet:	32% off List Price if Corporate Model, 3% off List Price if TopSeller Model
ThinkServers:	35% off List Price if Corporate Model, 3% off List Price if TopSeller Model
ThinkStations:	35% off List Price if Corporate Model, 3% off List Price if TopSeller Model
Storage:	35% off List Price if Corporate Model, 3% off List Price if TopSeller Model
Warranty:	20% off List Price



STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
MATERIALS MANAGEMENT DIVISION

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: Lenovo (United States) Inc.

Address: 1009 Think Place

Morrisville, NC 27560

Minnesota SWIFT Vendor Registration Number: 0000271131

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at <http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your vendor number approximately two business days after you register.)

Are you a sole proprietorship? ☐ Yes ☒ No

Are you an independent contractor? ☐ Yes ☒ No

### STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
- (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
- (3) has a business address in the state; and
- (4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

### I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*  
☐ Yes ☐ No (must check yes or no)
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.  
☐ Yes ☐ No (must check yes or no)
3. Has a business address in the State of Minnesota.  
☐ Yes ☐ No (must check yes or no)
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.  
☐ Yes ☐ No (must check yes or no)

**BY SIGNING BELOW**, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.**

Lenovo is not claiming resident vendor status.

## STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or

(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If you are claiming the veteran-owned preference, **attach documentation, sign and return this form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

### I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

☐ Yes ☒ No (must check yes or no) **State the type of documentation attached:** \_\_\_\_\_

### DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

☐ (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

**State the type of documentation attached:** \_\_\_\_\_

☐ (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

**State the type of documentation attached:** \_\_\_\_\_

☐ (3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C19, paragraph (d).

**State the type of documentation attached:** \_\_\_\_\_

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.**

# QUESTION FORM

## WSCA-NASPO COMPUTER EQUIPMENT

**DUE: OCTOBER 7, 2013 DUE 3:00 P.M. CT**  
**POST ADDENDUM 3: DUE: NOVEMBER 22, 2013 2:00 P.M.CT**

**VENDOR NAME:** [Lenovo \(United States\) Inc.](#)

**INSTRUCTIONS:** Clearly reference the Section to where the question pertains.

Questions must be submitted in writing to Master Agreement Administrator @ [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us). All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any State personnel other than the Master Agreement Administrator may result in rejection of the response. See schedule of events for when questions are due.

SECTION REFERENCE	QUESTION:
<b>10/7/13 Questions</b>	
Section 1: Scope of Work (p. 4-14)	The content provided in Section 1 seems to be informational only. Does WSAC/NASPO wish for us to include this section in our response?
Section 2: Checklist (p. 21)	"Service & Delivery" Does this refer to the contact information requested on page 43?
Section 3: A. Business, #6 (p. 60)	What is expected of the Manufacturer in support of third party products?
Section 3: D. Customer Support, #8 (p. 68)	What is the procurement system that WSCA plans to hook up to SciQuest? (Ariba, Oracle, etc...)
Section 3: D. Customer Support, #8 (p. 68)	What specifically are you looking for us to provide in the "Service Options, Service Agreements" section?
Section 5: Evaluation Process (p. 76)	Is it necessary to include this section with our response?
Section 6: Attachments (p. 78-124)	Is it necessary to include the sample Attachments (A-H) in our response? These files seem to be informational only.
<b>11/22/13 Questions</b>	
Band 1 - Desktop Price Workbook	Desktop Configs 1&2. Would WSCA please consider adjusting # of open memory slots to 1 as to include smaller footprint desktop computers? In doing this, end users could see max memory at 16GB (8GB x2) which is more than enough considering that Windows 7 32bit utilizes less than 4GB of RAM.
Band 1 - Desktop Price Workbook	Desktop Configs 1&2- Would WSCA consider leveraging Intel integrated graphics card on the desktops and laptops in lieu of an additional graphics card? Dedicated video is now 756MB on the new Intel Haswell 4th generation processors and should be more than enough for end users initially requiring a 512MB discrete graphics card. Additionally, with the Intel Integrated graphics a user can support up to 3 independent monitors.

Band 1 - Desktop Price Workbook	Desktop Configs 1&2- May we provide pricing on a 256GB SSD in lieu of a 500GB SSD as we currently do not have a 500GB SSD available? In addition, may we quote a 500GB hybrid drive (500GB 7200 + 8GB SSD) to satisfy the 500GB requirement?
Band 2 - Laptop Price Workbook	SPECS Item 2, WSCA currently has a 5lb requirement on a 15.6" notebook. Would WSCA please consider changing the weight to a 5.5lb maximum as to allow for all Manufacturers to respond?
Band 4 - Server Price Workbook	On the SPECS Item 1, it appears that Laptop specs are being used. Please advise as to Server specs for this Market Basket item.
Band 5 - Storage Price Workbook	Storage Replication support – how many units at one time need to be replicated?
Band 5 - Storage Price Workbook	What about alternative replication software (3rd party)?
Band 6 - Ruggedized Price Workbook	SPECS Item 1 and 2, would WSCA allow for a semi-rugged specification that would allow for all MIL-SPECS with the exception of waterproof (8 MIL-SPEC minimum)? In doing so, end users can realize significant savings if a waterproof system is not required, but other MIL-SPECS are needed.



# TERMS, CONDITIONS AND SPECIFICATIONS EXCEPTION FORM

## WSCA-NASPO COMPUTER EQUIPMENT

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

**The State reserves the right to reject an exception or the entire proposal if exceptions are not provided on this form.**

**VENDOR NAME:** [Lenovo \(United States\) Inc.](#)

### INSTRUCTIONS:

**Clearly identify the Section and item number of the exception e.g. Section 2. A. 5 and provide original term and alternate language suggestion**

**Master Agreement Terms and Conditions**

**B. WSCA-NASPO Terms and Conditions**

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE
5. Assignment/Subcontract	Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.	Other than to Warranty Service Providers in the ordinary course of Contract Vendor's business, Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
Section 7.3 Injunctive Relief	Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.	Intentionally Omitted
Section 26 Records Administration and Audit	The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order  The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and	The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order  The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by

	<p>orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.</p> <p>Without limiting any other remedy to any government entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayments of fees found as a result of the examination of the Contractor's records.</p> <p>The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.</p> <p>Records will be retained longer if required by Participating Entity's law.</p>	<p>Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. Nothing herein shall be construed to require Contractor to provide access to any financial information or data received from a third party, material costs or labor rates.</p> <p>Without limiting any other remedy to any government entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayments of fees found as a result of the examination of the Contractor's records.</p> <p>The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.</p> <p>Records will be retained longer if required by Participating Entity's law.</p>
Section 28: Standard of Performance and Acceptance	<p>28. ACCEPTANCE AND ACCEPTANCE TESTING</p> <p>A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be</p>	<p>A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) <del>shall</del> may determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). <del>No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services.</del> The Purchasing Entity will notify the Contractor within thirty (30) calendar days following delivery <del>of non-acceptance of a</del> the Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.</p> <p>B. Acceptance Testing. The Purchasing</p>

	<p>applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.</p> <p>B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.</p>	<p>Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.</p>
Section 32	<p>The Contract Vendor warrants manufactured products for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contract Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contract Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.</p> <p>For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.</p> <p>Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>	<p>The Contract Vendor warrants that the Contract Vendor branded Product is free of defects in materials and workmanship under normal use during the Warranty Period. The warranty period for a hardware Product starts on the original date of purchase specified on Contract Vendor's invoice unless specified otherwise by Contract Vendor in writing. The warranty period and type of warranty service that apply to a hardware Product are specified in Attachment A, Warranty Service Information.</p> <p>This warranty shall not apply to any hardware Product which has been subjected to misuse, accident, unauthorized modification; operated in an unsuitable physical or operating environment; subjected to natural disasters, power surges or unauthorized maintenance; to any third party hardware product, including those that Contract Vendor may provide or integrate into the Contract Vendor hardware Product at Participating Entity's request; or to software, whether provided with a hardware Product or installed subsequently. This warranty does not include any technical support, such as assistance with "how-to" questions and those regarding hardware Product set-up and installation. This warranty shall be voided by the removal or alteration of identification labels on a hardware Product or its parts. In no event shall this warranty include liability for uninterrupted or error-free operation of a hardware Product or any loss of, or damage to data by a hardware Product.</p> <p><b>THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SERVICE, SUPPORT AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS, SERVICE PROVIDERS OR PUBLISHERS</b></p>

		<p><b>MAY PROVIDE THEIR OWN WARRANTIES TO PARTICIPATING ENTITY.</b></p> <p>For third party products sold by the Contract Vendor, the Contract Vendor will assign any manufacturer or publisher's warranty and maintenance. To the extent Contract Vendor is authorized to do so.</p> <p>When requested by the Caller, the Contract Vendor will make commercially reasonable efforts to provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.</p>
Section 33	No original term.	<p><b>33. LIMITATION OF LIABILITY.</b> Except for: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property; (iii) Contract Vendor's indemnification obligations under Section 12 and 13, above, and (iv) Contract Vendor's breach of its confidentiality obligations under Section 7, other than the loss or disclosure of data or information on a hard drive, solid state drive or Product:</p> <p>(a) Neither party shall be liable to the other party for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (i) third-party claims for damages; (ii) loss of, or damage to, data; (iii) special, incidental, indirect, punitive, exemplary or consequential damages; or (iv) loss of profits, business, revenue, goodwill or anticipated savings; and</p> <p>b) The maximum cumulative liability of either party to the other party for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by Participating Entity to Contract Vendor for all orders issued under this Agreement.</p>
Attachment A	No original term.	<p><b>Attachment A Warranty Service Information</b></p> <p>If a defect in material or workmanship is discovered during the warranty period, warranty service may be obtained by contacting Lenovo or a Lenovo approved service provider ("Service Provider"). Repair, correction and replacement in the manner described below shall constitute fulfillment of all of Lenovo's obligations under the Lenovo limited warranty. A list of Service Providers and their telephone numbers is available at <a href="http://www.lenovo.com/support/phone">www.lenovo.com/support/phone</a>.</p> <p>Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a</p>

		<p>Service Provider's normal service area. Contact a local Service Provider for information specific to your location.</p> <p><b><u>Customer Responsibilities for Warranty Service</u></b></p> <p>Before warranty service is provided, Customer must take the following steps:</p> <ul style="list-style-type: none"> <li>• follow the service request procedures specified by the Service Provider</li> <li>• backup or secure all programs and data contained in the product</li> <li>• provide the Service Provider with all system keys or passwords</li> <li>• provide the Service Provider with sufficient, free, and safe access to Customer facilities to perform service</li> <li>• remove all data, including confidential information, proprietary information and personal information, from the hardware Product or, if Customer is unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a hardware Product returned or accessed for warranty service</li> <li>• remove all features, parts, options, alterations, and attachments not covered by the warranty</li> <li>• ensure that the hardware Product or part is free of any legal restrictions that prevent its replacement</li> <li>• if Customer is not the owner of a hardware Product or part, obtain authorization from the owner for the Service Provider to provide warranty service</li> </ul> <p><b><u>What the Service Provider Will Do to Correct Problems</u></b></p> <p>When Customer contacts a Service Provider, Customer must follow the specified problem determination and resolution procedures.</p> <p>The Service Provider will attempt to diagnose and resolve the problem by telephone, e-mail or remote assistance. The Service Provider may direct Customer to download and install designated software updates.</p> <p>Some problems may be resolved with a replacement part to be installed by Customer called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to Customer for installation.</p> <p>If the problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the <b>Type of Warranty Service</b> designated for the hardware Product as specified in the table below.</p>
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		<p>If the Service Provider determines that it is unable to repair the hardware Product, the Service Provider will replace it with one that is at least functionally equivalent.</p> <p>If the Service Provider determines that it is unable to either repair or replace the hardware Product, Customer's sole remedy under this Limited Warranty is to return the hardware Product to the place of purchase or to Lenovo for a refund of the purchase price.</p> <p><b><u>Replacement Products and Parts</u></b></p> <p>When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes Lenovo's property and the replacement hardware Product or part becomes Customer's property. Only unaltered Lenovo hardware Products and parts are eligible for replacement. The replacement hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original hardware Product or part. The replacement hardware Product or part shall be warranted for the balance of the period remaining on the original hardware Product.</p> <p><b><u>What this Warranty Does not Cover</u></b></p> <p>This warranty does not cover the following:</p> <ul style="list-style-type: none"> <li>uninterrupted or error-free operation of a hardware Product</li> <li>loss of, or damage to, Customer data by a hardware Product</li> <li>any software programs, whether provided with the hardware Product or installed subsequently</li> <li>failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with the hardware Product information materials</li> <li>damage caused by a non-authorized service provider</li> <li>failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo hardware Product at Customer's request</li> <li>any technical or other support, such as assistance with "how-to" questions and those regarding the hardware Product set-up and installation</li> <li>hardware Products or parts with an altered identification label or from which the identification label has been removed</li> </ul> <p><b><u>Warranty Information</u></b></p> <table border="1"> <thead> <tr> <th>Hardware Product Type</th><th>Warranty Period</th><th>Type of Warranty Service</th></tr> </thead> <tbody> <tr> <td>Notebook Battery</td><td>One (1) Year</td><td>1</td></tr> </tbody> </table> <p>(Complete the above table)</p>	Hardware Product Type	Warranty Period	Type of Warranty Service	Notebook Battery	One (1) Year	1
Hardware Product Type	Warranty Period	Type of Warranty Service						
Notebook Battery	One (1) Year	1						

	<p>If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for the hardware Product and the available service. Scheduling of service will depend upon the time of Customer's call, parts availability, and other factors.</p> <p><b><u>Types of Warranty Service</u></b></p> <p><b>1. Customer Replaceable Unit ("CRU") Service</b></p> <p>Under CRU Service, a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for the hardware Product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the hardware Product or at <a href="http://www.lenovo.com/CRUs">www.lenovo.com/CRUs</a>. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement CRU.</p> <p><b>2. On-Site Service</b></p> <p>Under On-Site Service, a Service Provider will either repair or exchange the hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the hardware Product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the hardware Product to the service center at its expense.</p> <p><b>3. Courier or Depot Service</b></p> <p>Under Courier or Depot Service, the hardware Product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. Customer is responsible for disconnecting the hardware Product and packing it in a shipping container provided to Customer for return of the hardware Product to a designated service center. A courier will pick up the hardware Product and deliver it to the designated service center. The service center will return the hardware Product to Customer at its expense.</p>
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		<p><b>4. Customer Carry-In Service</b> Under Customer Carry-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available for collection by Customer. Failure to collect the hardware Product may result in the Service Provider disposing of the hardware Product as it sees fit, with no liability to Customer.</p> <p><b>5. Mail-In Service</b> Under Mail-In Service, the hardware Product will be repaired or exchanged at a designated service center after Customer delivers it at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be returned to Customer at Lenovo's risk and expense, unless the Service Provider specifies otherwise.</p> <p><b>6. Customer Two-Way Mail-In Service</b> Under Customer Two-Way Mail-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available to Customer for return shipping at Customer's risk and expense. If Customer fails to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to Customer.</p> <p><b>7. Product Exchange Service</b> Under Product Exchange Service, Lenovo will ship a replacement hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement hardware Product becomes the property of Customer in exchange for the failed hardware Product, which becomes the property of Lenovo. Customer shall pack the failed hardware Product in the shipping carton used to ship the replacement hardware Product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If Customer fails to use the carton in which the replacement hardware Product was received, Customer may be responsible for any damage to the failed hardware Product occurring during shipment. Customer may be charged for the replacement hardware Product if Lenovo does not receive the failed hardware Product within thirty (30) days of Customer's receipt of the replacement hardware Product.</p>
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SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS MINNESOTA TERMS AND CONDITIONS		
Section 17 Indemnification	<p>The Contract Vendor shall indemnify, protect, save and hold harmless the State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.</p> <p>If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.</p>	<p>The Contract Vendor shall indemnify, protect, save and hold harmless the State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including reasonable attorney's fees and related costs incurred by the State and the Participating Entity for any death, bodily injury, or damage to real or tangible personal property arising from the act or omission of the Contract Vendor in the performance of the Master Agreement and this Participating Addendum by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.</p> <p>If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.</p>
Intellectual Property Indemnification	<p>The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.</p> <p>If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law</p>	<p>The Contract Vendor shall defend the State and the Participating Entity from and against a claim by any third party against the Participating Entity that a Contract Vendor branded Product infringes upon that party's patent or trademark, and shall pay any damages including reasonable attorney's fees that a court finally awards, provided that the State or Participating Entity (a) promptly notifies Contract Vendor in writing of the claim; and (b) allows Contract Vendor to control, and cooperates with Contract Vendor in, the defense and any related settlement negotiations. The foregoing is Contract Vendor's entire obligation to the State or Participating Entity regarding any claim of infringement. If such a claim is made or appears likely to be made, the State or Participating Entity shall permit Contract Vendor to enable the State or Contract Entity to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Contract Vendor determines that none of these alternatives is reasonably available, the State or Participating Entity shall return the Product to Contract Vendor at its written request. Contract Vendor will provide a credit to the State or Participating Entity equal to the amount paid for the Product. Contract Vendor shall have no obligation regarding any claim based upon: (i) anything the State or Participating Entity provides which is incorporated into, or combined with a Product; (ii) the State's or Participating</p>

		Entity's unauthorized modification of a Product; (iii) the combination, operation, or use of a Product with any products not provided by Contract Vendor as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Contract Vendor did not provide; (iv) Contract Vendor's compliance with the State's or Participating Entity's specifications or requirements; or (v) infringement by a third party Product alone, as opposed to its combination with a Contract Vendor branded Product.
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## VPAT

**Web Content Accessibility Guidelines 2.0 level AA**

The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service.

NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

**Lenovo Response:**

Lenovo is committed to developing and manufacturing products that can be used by people with special needs. Accessibility is a key feature in our design, testing and product delivery process. Our goals are to define and deliver sensible and effective approaches to promote accessibility, and are in line with the United States Government defined standards for Section 508 of the Rehabilitation Act. In addition, we have also included the new accessibility and documentation requirements defined in the Communication and Video Accessibility Act of 2010 (CVAA) into all of Lenovo's development and testing processes. Voluntary Product Accessibility Templates (VPATs), the standard document used to declare product status in regard to Section 508, are available upon request for all Lenovo products.

The WCAG documents for both websites ([www.lenovo.com/wscs](http://www.lenovo.com/wscs) and [https://lenovo.ssbartgroup.com/lenovo/request\\_vpat.php](https://lenovo.ssbartgroup.com/lenovo/request_vpat.php) (our Product Accessibility website used to request VPATs) are below.

**Accessibility Support Documentation for [www.lenovo.com](http://www.lenovo.com) and <http://www.lenovo.com/us/en/wscs/index.html>**

**Date:** November 19, 2013

Organization Lenovo

Contact Name, Email, and Phone

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**Summary**

In order to provide evidence of Accessibility Support for [www.lenovo.com](http://www.lenovo.com), this report details information about how it sufficiently addresses checkpoints in the WCAG 2.0 specification. The [www.lenovo.com](http://www.lenovo.com) website and the Lenovo WSCA website provide substantial support for accessibility, including both support for accessibility APIs and, as detailed in this report, support by assistive technologies used by end-users. This document covers the sales and support portions of [www.lenovo.com](http://www.lenovo.com), including all chat

features of the website, as well as, the Lenovo WCSA website,  
<http://www.lenovo.com/us/en/wscs/index.html>.

## Testing Methodology

Testing for this report utilized a combination of technical testing via manual and automatic inspection and functional evaluation with assistive technologies.

Testing configurations Accessibility Support testing		
Platform	Assistive Technology	Browser
Windows 7	JAWS 14 (screen reader)	IE 10
Windows 7	Zoom Text 10 (screen magnifier)	IE 10
Windows 7	Dragon Naturally Speaking 11.5	IE 10

## Support Information for WCAG 2.0 Checkpoints

**Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive**

Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language	
Checkpoint	Comments
<p>1.1.1 Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. (Level A)</p> <ul style="list-style-type: none"> <li>Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.)</li> <li>Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</li> <li>Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>CAPTCHA: If the purpose non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</li> <li>Decoration, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</li> </ul>	<p>The application includes equivalents for images via alt attributes.</p> <p>Visual equivalents are provided for audio cues.</p>

Guideline 1.2 Time-based Media: Provide alternatives for time-based media

Checkpoint	Comments
<p>1.2.1 Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: (Level A)</p> <ul style="list-style-type: none"> <li>Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> <li>Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</li> </ul>	No multimedia present.
1.2.2 Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No multimedia present.
1.2.3 Audio Description or Media Alternative: An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)	No multimedia present.
1.2.4 Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)	No live audio present.
1.2.5 Audio Description: Audio description is provided for all prerecorded video content in synchronized media. (Level AA)	No multimedia present.
1.2.6 Sign Language: Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)	No multimedia present.
1.2.7 Audio Description (Extended): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)	No multimedia present.
1.2.8 Media Alternative: An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)	No multimedia present.
1.2.9 Live Audio-only: An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)	No multimedia present.

Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout ) without losing information or structure.

Checkpoint	Comments
1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	The <a href="http://www.lenovo.com">www.lenovo.com</a> website provides a variety of ways to convey information and relationships with semantic elements such as headings, lists, tables, and paragraphs.
1.3.2 Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	The <a href="http://www.lenovo.com">www.lenovo.com</a> website supports a defined programmatic order of content.

<p>1.3.3 Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)</p> <p>Note: For requirements related to color, refer to Guideline 1.4.</p>	<p>Instructions do not rely on sensory characteristics.</p>
<p>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background</p>	
Checkpoint	Comments
<p>1.4.1 Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)</p> <p>Note: This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	<p>Color alone is not used to convey meaning. Color is used for enhancement only. No required information is determined by or utilizes color.</p>
<p>1.4.2 Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)</p> <p>Note: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>	<p>Audio does not play automatically.</p>
<p>1.4.3 Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 5:1, except for the following: (Level AA)</p> <ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>	<p>Text and background provide sufficient contrast. The application also supports Windows OS color and contrast settings such as High contrast mode.</p>
<p>1.4.4 Resize text: Text (but not images of text) can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)</p>	<p>The application supports increase font size set in the operating system. Document areas of the application support zoom up to 200%.</p>
<p>1.4.5 Images of Text: If the technologies being used can achieve the</p>	<p>Text is used instead of images of</p>

<p>visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <ul style="list-style-type: none"> <li>Customizable: The image of text can be visually customized to the user's requirements;</li> <li>Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul> <p>Note: Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p>text.</p>
<p>1.4.6 Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)</p> <ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 5:1;</li> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>	<p>Text and background provide enhanced contrast. The application also supports Windows OS color and contrast settings such as High contrast mode.</p>
<p>1.4.7 Low or No Background Audio: For audio content that (1) is not an audio CAPTCHA and (2) contains speech in the foreground, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> <li>No Background: The audio does not contain background sounds.</li> <li>Turn Off: The background sounds can be turned off.</li> <li>20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sound effects.</li> </ul> <p>Note 1: Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content.</p> <p>Note 2: Given that in normal speech, hearing people lose the occasional word, it is acceptable to have occasional dips of contrast between 10dBs-20dBs for up to 2 words in a sentence that are isolated and not nouns or verbs.</p>	<p>Background audio is not used.</p>
<p>1.4.8 Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> <li>foreground and background colors can be selected by the user</li> <li>width is no more than 80 characters or glyphs (40 if CJK)</li> <li>text is not justified (aligned to both the left and the right)</li> </ul>	<p>Foreground and background colors can be adjusted by the user in the OS settings.</p> <p>No more than 80 characters per line are used.</p>

<p>margins)</p> <ul style="list-style-type: none"> <li>line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing</li> <li>text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window</li> </ul>	<p>Text justification: Justified text can be disabled for the document area.</p> <p>Line spacing can be controlled in the document area only.</p> <p>Text size can be adjusted in operating system. Document content can be zoomed up to 200%.</p>
<p>1.4.9 Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p> <p>Note: Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p>Text is used instead of images of text.</p>

## Principle 2: Operable - User interface components and navigation must be operable

Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard	
Checkpoint	Comments
<p>2.1.1 Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)</p> <p>Note 1: This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path dependent input but the underlying function (text input) does not.</p> <p>Note 2: This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	<p>Keyboard access is provided to navigate to and activate all actionable elements.</p>
<p>2.1.2 No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)</p> <p>Note: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>	<p>There is no keyboard trap. The keyboard can be placed in and removed from all actionable controls with a single keystroke.</p>
<p>2.1.3 Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings</p>	<p>Keyboard access is provided to navigate to and activate all</p>



for individual keystrokes. (Level AAA)		actionable elements.
Guideline 2.2 Enough Time: Provide users enough time to read and use content		
<b>Checkpoint</b>		<b>Comments</b>
<p>2.2.1 Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> <li>• Turn off: The user is allowed to turn off the time limit before encountering it; or</li> <li>• Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</li> <li>• Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</li> <li>• Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</li> <li>• Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li> <li>• 20 Hour Exception: The time limit is longer than 20 hours.</li> </ul> <p>Note 1: This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1 which puts limits on changes of content or context as a result of user action.</p>		<p>The app warns the user when time is about to expire. The user is given an opportunity to request additional time. The request appears for 20 seconds before timing out.</p>
<p>2.2.2 Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> <li>• Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</li> <li>• Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</li> </ul> <p>Note 1: For requirements related to flickering or flashing content,</p>		<p>Controls are provided to pause and move between dynamically changing displayed panels.</p>

<p>refer to Guideline 2.3.</p> <p>Note 2: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>Note 3: Content that is updated periodically by software, or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>Note 4: An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users, and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>							
2.2.3 No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)	Timing is not used - no time-out exists for the app. A session time out is used but this does not require timing as more time can be requested.						
2.2.4 Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)	A user setting is available to suppress all notifications.						
2.2.5 Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)	When a session time-out occurs and the user does not request additional time, the user's data and location are saved. When user re-authenticates he/she is placed back in the same location with data intact.						
<p>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures</p> <table> <tr> <th>Checkpoint</th><th>Comments</th></tr> <tr> <td>2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)</td><td>Flashing content is not used.</td></tr> <tr> <td>2.3.2 Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)</td><td>Flashing content is not used.</td></tr> </table>		Checkpoint	Comments	2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	Flashing content is not used.	2.3.2 Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)	Flashing content is not used.
Checkpoint	Comments						
2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)	Flashing content is not used.						
2.3.2 Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)	Flashing content is not used.						
<p>Guideline 2.4 Navigable: Provide ways to help users navigate, find content and determine where they are</p>							

Checkpoint	Comments
2.4.1 Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Keystrokes are provided to allow the user to navigate among panels of the app thus allowing the user to bypass repetitive sections.
2.4.2 Page Titled: Web pages have titles that describe topic or purpose. (Level A)	All windows have screen sensitive titles.
2.4.3 Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)	The focus order of all actionable content is logical based on the business logic of the app.
2.4.4 Link Purpose (In Context): The purpose of each link can be determined from the link text alone, or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)	The purpose of all links is clear and based on the link text.
2.4.5 Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	The app provides multiple ways to navigate. Menus, shortcut keystrokes, and breadcrumbs are used.
2.4.6 Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Descriptive heading text is used for sections of content.
2.4.7 Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	A visual indication of focus is provided for all actionable content when it received keyboard focus.
2.4.8 Location: Information about the user's location within a set of Web pages is available. (Level AAA)	Breadcrumbs are used to indicate the location of the user in the app.
2.4.9 Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)	Link text indicates the purpose of the link.
2.4.10 Section Headings: Section headings are used to organize the content. (Level AAA)  Note 1: "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content.  Note 2: This success criterion covers sections within writing, not user interface components. User Interface components are covered under Success Criterion 4.1.2.	Headings are used to content in the document portion of the application.

**Principle 3: Understandable - Information and the operation of user interface must be understandable**

Guideline 3.1 Readable: Make text content readable and understandable	
Checkpoint	Comments
3.1.1 Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	The application specifies a default language.
3.1.2 Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Controls that contain a different language than the application indicate this fact programmatically.
3.1.3 Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)	All unusual words are defined when they first appear.
3.1.4 Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)	An explanation for abbreviations is provided by the expanded form immediately following the first instance of the abbreviation.
3.1.5 Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)	Content does not require a reading level greater than a lower secondary education.
3.1.6 Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)	Pronunciation for ambiguous words is provided in the first use.
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways	
Checkpoint	Comments
3.2.1 On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Application controls do not initiate changes of context when receiving focus.
3.2.2 On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Application controls do not initiate changes of context when changing settings.
3.2.3 Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Consistent navigation is used throughout the app.
3.2.4 Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Controls such as image buttons and toolbar have a consistent meaning across the application.

3.2.5 Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)	Users are warned that activating an item will open a new window.
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes	
Checkpoint	Comments
3.3.1 Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	Errors are indicated to the user in an alert dialog box. A symbol is added to the accessible label for each form field in error.
3.3.2 Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Labels and instructions are provided for all input.
3.3.3 Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)	Suggestions are provided for all errors -- when errors suggestions are known. The suggestion is provided below the error message above the form.
<p>3.3.4 Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA)</p> <ul style="list-style-type: none"> <li>• Reversible: Submissions are reversible.</li> <li>• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>	Errors are indicated for legal/financial documents. The user is given an opportunity to fix the errors. The user is given a chance to review the submission before submitting the form.
3.3.5 Help: Context-sensitive help is available. (Level AAA)	Context sensitive help is provided for each screen via f1 and the menubar.
<p>3.3.6 Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> <li>• Reversible: Submissions are reversible.</li> <li>• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>	Errors are indicated for all forms. The user is given an opportunity to fix the errors. The user is given a chance to review the submission before submitting the form.

**Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies**

Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies	
Checkpoint	Comments
<p>4.1.1 Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)</p> <p>Note: Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	<p>The app is not created using web markup languages. An equivalent process for ensuring that applications meet this requirement is used. For instance, controls that are labeled by other controls are referenced by unique identifiers.</p>
<p>4.1.2 Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)</p> <p>Note: This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	<p>All user interface controls provide an accessible name, role, value, and state (where applicable). This information is exposed through a documented accessibility API that is supported by mainstream assistive technology such as screen readers.</p>

**Accessibility Support Documentation for Lenovo Voluntary Product Accessibility Template (VPAT) Request Form**

**Date: November 19, 2013**

Organization Lenovo

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## Summary

In order to provide evidence of Accessibility Support for Lenovo Voluntary Product Accessibility Template (VPAT) Request Form, this report details information about how it sufficiently addresses checkpoints in the WCAG 2.0 specification. Lenovo Voluntary Product Accessibility Template (VPAT) Request Form provides substantial support for accessibility, including both support for accessibility APIs and, as detailed in this report, support by assistive technologies used by end-users.

## Testing Methodology

Testing for this report utilized a combination of technical testing via manual and automatic inspection and functional evaluation with assistive technologies.

Testing configurations Accessibility Support testing		
Platform	Assistive Technology	Browser
Windows 7	JAWS 14 (screen reader)	IE 10
Windows 7	Zoom Text 10 (screen magnifier)	IE 10
Windows 7	Dragon Naturally Speaking 11.5	IE 10

## Support Information for WCAG 2.0 Checkpoints

### Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive

Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language	
Checkpoint	Comments
<p>1.1.1 Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. (Level A)</p> <ul style="list-style-type: none"> <li>Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.)</li> <li>Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</li> <li>Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>CAPTCHA: If the purpose non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types</li> </ul>	<p>The application includes equivalents for images via alt attributes.</p> <p>Visual equivalents are provided for audio cues.</p>

<p>of sensory perception are provided to accommodate different disabilities.</p> <ul style="list-style-type: none"> <li>• Decoration, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</li> </ul>	
<p>Guideline 1.2 Time-based Media: Provide alternatives for time-based media</p>	
Checkpoint	Comments
<p>1.2.1 Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: (Level A)</p> <ul style="list-style-type: none"> <li>• Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> <li>• Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</li> </ul>	No multimedia present.
<p>1.2.2 Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>	No multimedia present.
<p>1.2.3 Audio Description or Media Alternative: An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>	No multimedia present.
<p>1.2.4 Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>	No live audio present.
<p>1.2.5 Audio Description: Audio description is provided for all prerecorded video content in synchronized media. (Level AA)</p>	No multimedia present.
<p>1.2.6 Sign Language: Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)</p>	No multimedia present.
<p>1.2.7 Audio Description (Extended): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)</p>	No multimedia present.
<p>1.2.8 Media Alternative: An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)</p>	No multimedia present.
<p>1.2.9 Live Audio-only: An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)</p>	No multimedia present.
<p>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout ) without losing information or structure.</p>	
Checkpoint	Comments
<p>1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)</p>	<p><b>Lenovo Voluntary Product Accessibility Template (VPAT) Request Form</b> provides a variety of ways to convey information and relationships with semantic elements such as</p>

	headings, lists, tables, and paragraphs.
1.3.2 Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)	<b>Lenovo Voluntary Product Accessibility Template (VPAT) Request Form</b> supports a defined programmatic order of content.
1.3.3 Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)  Note: For requirements related to color, refer to Guideline 1.4.	Instructions do not rely on sensory characteristics.
Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background	
Checkpoint	Comments
1.4.1 Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)  Note: This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.	Color alone is not used to convey meaning. Color is used for enhancement only. No required information is determined by or utilizes color.
1.4.2 Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)  Note: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	Audio does not play automatically.
1.4.3 Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 5:1, except for the following: (Level AA) <ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> </ul>	Text and background provide sufficient contrast. The application also supports Windows OS color and contrast settings such as High contrast mode.

<ul style="list-style-type: none"> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>	
<p>1.4.4 Resize text: Text (but not images of text) can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)</p>	<p>The application supports increase font size set in the operating system. Document areas of the application support zoom up to 200%.</p>
<p>1.4.5 Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <ul style="list-style-type: none"> <li>Customizable: The image of text can be visually customized to the user's requirements;</li> <li>Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul> <p>Note: Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p>Text is used instead of images of text.</p>
<p>1.4.6 Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)</p> <ul style="list-style-type: none"> <li>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 5:1;</li> <li>Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>	<p>Text and background provide enhanced contrast. The application also supports Windows OS color and contrast settings such as High contrast mode.</p>
<p>1.4.7 Low or No Background Audio: For audio content that (1) is not an audio CAPTCHA and (2) contains speech in the foreground, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> <li>No Background: The audio does not contain background sounds.</li> <li>Turn Off: The background sounds can be turned off.</li> <li>20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sound effects.</li> </ul> <p>Note 1: Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content.</p> <p>Note 2: Given that in normal speech, hearing people lose the occasional word, it is acceptable to have occasional dips of contrast</p>	<p>Background audio is not used.</p>

between 10dBs-20dBs for up to 2 words in a sentence that are isolated and not nouns or verbs.	
<p>1.4.8 Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> <li>• foreground and background colors can be selected by the user</li> <li>• width is no more than 80 characters or glyphs (40 if CJK)</li> <li>• text is not justified (aligned to both the left and the right margins)</li> <li>• line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing</li> <li>• text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window</li> </ul>	<p>Foreground and background colors can be adjusted by the user in the OS settings.</p> <p>No more than 80 characters per line are used.</p> <p>Text justification: Justified text can be disabled for the document area.</p> <p>Line spacing can be controlled in the document area only.</p> <p>Text size can be adjusted in operating system. Document content can be zoomed up to 200%.</p>
<p>1.4.9 Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p> <p>Note: Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p>Text is used instead of images of text.</p>

## Principle 2: Operable - User interface components and navigation must be operable

Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard	
Checkpoint	Comments
<p>2.1.1 Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)</p> <p>Note 1: This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path dependent input but the underlying function (text input) does not.</p> <p>Note 2: This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	<p>Keyboard access is provided to navigate to and activate all actionable elements.</p>
<p>2.1.2 No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.</p>	<p>There is no keyboard trap. The keyboard can be placed in and removed from all actionable controls with a single keystroke.</p>

<p>(Level A)</p> <p>Note: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>	
<p>2.1.3 Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)</p>	<p>Keyboard access is provided to navigate to and activate all actionable elements.</p>
<p>Guideline 2.2 Enough Time: Provide users enough time to read and use content</p>	
Checkpoint	Comments
<p>2.2.1 Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> <li>• Turn off: The user is allowed to turn off the time limit before encountering it; or</li> <li>• Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</li> <li>• Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</li> <li>• Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</li> <li>• Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li> <li>• 20 Hour Exception: The time limit is longer than 20 hours.</li> </ul> <p>Note 1: This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1 which puts limits on changes of content or context as a result of user action.</p>	<p>The app warns the user when time is about to expire. The user is given an opportunity to request additional time. The request appears for 20 seconds before timing out.</p>
<p>2.2.2 Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> <li>• Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</li> </ul>	<p>Controls are provided to pause and move between dynamically changing displayed panels.</p>



<ul style="list-style-type: none"> <li>Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</li> </ul> <p>Note 1: For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>Note 2: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>Note 3: Content that is updated periodically by software, or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>Note 4: An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users, and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>	
<p>2.2.3 No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)</p>	<p>Timing is not used - no time-out exists for the app. A session time out is used but this does not require timing as more time can be requested.</p>
<p>2.2.4 Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)</p>	<p>A user setting is available to suppress all notifications.</p>
<p>2.2.5 Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)</p>	<p>When a session time-out occurs and the user does not request additional time, the user's data and location are saved. When user re-authenticates he/she is placed back in the same location with data intact.</p>
<p>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures</p>	
Checkpoint	Comments
<p>2.3.1 Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)</p> <p>Note: Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to</p>	<p>Flashing content is not used.</p>

meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.	
2.3.2 Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)	Flashing content is not used.
Guideline 2.4 Navigable: Provide ways to help users navigate, find content and determine where they are	
Checkpoint	Comments
2.4.1 Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Keystrokes are provided to allow the user to navigate among panels of the app thus allowing the user to bypass repetitive sections.
2.4.2 Page Titled: Web pages have titles that describe topic or purpose. (Level A)	All windows have screen sensitive titles.
2.4.3 Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)	The focus order of all actionable content is logical based on the business logic of the app.
2.4.4 Link Purpose (In Context): The purpose of each link can be determined from the link text alone, or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)	The purpose of all links is clear and based on the link text.
2.4.5 Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)	The app provides multiple ways to navigate. Menus, shortcut keystrokes, and breadcrumbs are used.
2.4.6 Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Descriptive heading text is used for sections of content.
2.4.7 Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	A visual indication of focus is provided for all actionable content when it received keyboard focus.
2.4.8 Location: Information about the user's location within a set of Web pages is available. (Level AAA)	Breadcrumbs are used to indicate the location of the user in the app.
2.4.9 Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)	Link text indicates the purpose of the link.
2.4.10 Section Headings: Section headings are used to organize the content. (Level AAA)	Headings are used to content in the document portion of the application.
Note 1: "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content.	
Note 2: This success criterion covers sections within writing, not user interface components. User Interface components are covered under Success Criterion 4.1.2.	

**Principle 3: Understandable - Information and the operation of user interface must be understandable**

Guideline 3.1 Readable: Make text content readable and understandable	
Checkpoint	Comments
3.1.1 Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	The application specifies a default language.
3.1.2 Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)	Controls that contain a different language than the application indicate this fact programmatically.
3.1.3 Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)	All unusual words are defined when they first appear.
3.1.4 Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)	An explanation for abbreviations is provided by the expanded form immediately following the first instance of the abbreviation.
3.1.5 Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)	Content does not require a reading level greater than a lower secondary education.
3.1.6 Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)	Pronunciation for ambiguous words is provided in the first use.
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways	
Checkpoint	Comments
3.2.1 On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Application controls do not initiate changes of context when receiving focus.
3.2.2 On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)	Application controls do not initiate changes of context when changing settings.
3.2.3 Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)	Consistent navigation is used throughout the app.
3.2.4 Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Controls such as image buttons and toolbar have a consistent meaning across the application.
3.2.5 Change on Request: Changes of context are initiated only by	Users are warned that activating

user request or a mechanism is available to turn off such changes. (Level AAA)	an item will open a new window.
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes	
Checkpoint	Comments
3.3.1 Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)	Errors are indicated to the user in an alert dialog box. A symbol is added to the accessible label for each form field in error.
3.3.2 Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Labels and instructions are provided for all input.
3.3.3 Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)	Suggestions are provided for all errors -- when errors suggestions are known. The suggestion is provided below the error message above the form.
3.3.4 Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> <li>Reversible: Submissions are reversible.</li> <li>Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>	Errors are indicated for legal/financial documents. The user is given an opportunity to fix the errors. The user is given a chance to review the submission before submitting the form.
3.3.6 Help: Context-sensitive help is available. (Level AAA)	Context sensitive help is provided for each screen via f1 and the menubar.
3.3.6 Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> <li>Reversible: Submissions are reversible.</li> <li>Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>	Errors are indicated for all forms. The user is given an opportunity to fix the errors. The user is given a chance to review the submission before submitting the form.

**Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies**

Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies

Checkpoint	Comments
<p>4.1.1 Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)</p> <p>Note: Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	<p>The app is not created using web markup languages. An equivalent process for ensuring that applications meet this requirement is used. For instance, controls that are labeled by other controls are referenced by unique identifiers.</p>
<p>4.1.2 Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)</p> <p>Note: This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	<p>All user interface controls provide an accessible name, role, value, and state (where applicable). This information is exposed through a documented accessibility API that is supported by mainstream assistive technology such as screen readers.</p>

## SECTION 3: RESPONSE REQUIREMENTS

### A. RESPONSE REQUIREMENTS: BUSINESS

**Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with “M” need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.**

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p><b>PROPOSED BANDS.</b> Responders may respond to any or all bands. Responder must identify the bands they will be proposing (check all that apply):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Band 1: Desktop</li> <li><input checked="" type="checkbox"/> Band 2: Laptop</li> <li><input checked="" type="checkbox"/> Band 3: Tablet</li> <li><input checked="" type="checkbox"/> Band 4: Server</li> <li><input checked="" type="checkbox"/> Band 5: Storage</li> <li><input type="checkbox"/> Band 6: Ruggedized Devices</li> </ul> <p>Responder must verify they are a manufacturer of each band proposed and describe their manufacturing process and facilities.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Lenovo confirms that they manufacturer of all Desktops, Laptops, Tablets, Servers and Storage offered in this proposal. To further clarify, since storage is relatively new to our portfolio, LenovoEMC is manufactured by Lenovo and only being proposed by Lenovo.

#### Lenovo Manufacturing Process

Lenovo has been manufacturing personal computer hardware for 29 years and continuously improved its manufacturing processes over time. Quality control is tightly integrated into the overall production process, which permits identification of any problems as early as possible. Key elements of the Quality control system include Early Life Performance Testing, careful commodity selection and steps to ensure component consistency.

Lenovo implements a statistical algorithm and sample size within its automated factory-floor control system at the out of box testing phase. This algorithm tracks outgoing quality levels of Lenovo products and allows trend analysis and the identification of defect characteristics. The Quality control system uses testing data to trigger adjustments in process inspections, out-of-box sample sizes and the tests themselves.

#### Early Life Performance Testing

All new Lenovo PC products are subjected to Early Life Performance (ELP) testing. Finished units are selected directly from the manufacturing line according to the sample size and then run through a series of mechanical and thermal stress tests that simulate “real world” user environments and scenarios. The ELP process consists of drop, vibration, thermal cycle, and elevated temperature tests, performed in a sequential fashion.

Drop and vibration tests simulate shipping and handling stresses experienced by products in actual usage, and serve as preconditions for thermal cycle testing, which measures a unit’s ability to withstand fluctuations of extreme cold and hot temperatures. The rapid temperature changes cause components within the product to expand and contract. This test is designed to identify problems such as loose connections, weak solder joints, or cracks in a circuit board.

Further, elevated temperature testing applies statistical modeling tools to assess product reliability,



A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>enabling engineers to quickly simulate a product's expected "power-on" hours for any time period.</p> <p><b>The Commodity Selection Process</b></p> <p>Lenovo uses a rigorous selection process to ensure that each commodity used to build its products meets the necessary functional specifications, as well as stringent quality/reliability requirements. This selection process includes:</p> <ul style="list-style-type: none"> <li>• A thorough review of the supplier capabilities to consistently deliver acceptable product</li> <li>• Rigorous sample testing processes at the commodity level</li> <li>• Testing of the commodity in the system environment</li> <li>• Evaluations of the commodity's suitability for volume production</li> </ul> <p>The goal of the commodity selection system is to yield qualified parts with quality levels statistically better than the average for comparable, commercially available alternatives.</p> <p><b>Ensuring Component Consistency</b></p> <p>Unlike some competitors who view the PC as a commodity, Lenovo passionately believes the PC is a critical business tool and engineers its products to provide customers with the highest reliability and lowest lifecycle costs.</p> <p>The "commodity business model" prevalent in the industry focuses on the PC as a combination of standard components put together with little or no differentiation in product design or suppliers. Competitors who embrace this model focus almost exclusively on cost and supply availability in component selection. They will buy the lowest cost components from the spot market and change parts to take advantage of fluctuating prices. For example, a PC vendor might provide one type of graphics card in a specific system model and then switch parts to reduce costs. Thus, the same model could have two or more different graphics cards during its lifecycle. This type of change has the potential to significantly increase customers' time and costs associated with software image management, help desk support, software and hardware compatibility and system maintenance.</p> <p>In contrast, Lenovo standardizes on select suppliers who build PC components to the company's specifications. Maintaining component consistency in our products is an integral part of Lenovo's Quality program. Our goal is to completely avoid, or minimize, changes in suppliers and components during each model's lifecycle. If a change must be made, we will make every effort to ensure that it does not require a downstream change in customers' software images.</p> <p>Once Lenovo selects suppliers to provide specific components, the company maintains these business relationships for continuous access to the same parts over the entire product lifecycle. With its "workhorse models program," Lenovo commits to customers that it will not change a component supplier for non-essential reasons, and will make every effort to ensure that customers' standard images run without change. The industry repeatedly has recognized the company's leadership in product quality and component consistency.</p> <p><b>Manufacturing Locations by Product</b></p> <p>Lenovo's Direct offering is designed to handle the high volume and complex fulfillment requirements of our largest customers. Our global manufacturing network offers optimized sourcing based on region, country and product set. For US fulfillment Lenovo ships most of its desktops from our Mexico plant in Monterrey and most of its notebooks from our LIPC facility in Shenzhen, China. Lenovo has a flexible cell manufacturing system in place that allows us to rapidly accommodate unexpected orders. In addition, our manufacturing facilities have the capacity to build several thousand machines per day. Below is a global map of Lenovo US Manufacturing plants and Distribution Centers.</p>		

A	<b>RESPONSE REQUIREMENTS: BUSINESS</b>	<b>M = MANDATORY</b>	<b>MEETS UNDERSTAND &amp; WILL COMPLY?</b>										
<p><b>Lenovo's Hybrid Manufacturing Network</b></p> <p>Lenovo products also built at 24 outsourced sites in China, Europe &amp; South America</p> <p>7 In-House Plants (10 by end of 2013)</p> <p>Hefei is Compal Joint Venture Yonezawa is NEC Joint Venture Manaus is CCE Acquisition</p>													
<table border="1"> <thead> <tr> <th>Product</th> <th>Primary Manufacturing Locations</th> </tr> </thead> <tbody> <tr> <td>ThinkCentre (Desktops) &amp; ThinkStation (Workstations)</td> <td>Monterrey, Mexico</td> </tr> <tr> <td>ThinkPad (Notebooks)</td> <td>Shenzhen, China</td> </tr> <tr> <td>ThinkPad (Tablets)</td> <td>Shenzhen, China</td> </tr> <tr> <td>ThinkServer (Servers)</td> <td>Monterrey, Mexico</td> </tr> </tbody> </table>				Product	Primary Manufacturing Locations	ThinkCentre (Desktops) & ThinkStation (Workstations)	Monterrey, Mexico	ThinkPad (Notebooks)	Shenzhen, China	ThinkPad (Tablets)	Shenzhen, China	ThinkServer (Servers)	Monterrey, Mexico
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2	<p><b>MANUFACTURER VERIFICATION.</b> The manufacturer's name shall appear on the computer equipment. The Contract Vendors shall provide the warranty service and maintenance for equipment on a Master Agreement. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>										
<p>We confirm that the manufacturer's name "Lenovo" will appear on the computer equipment in Bands 1-5. Lenovo or Lenovo's Authorized Service Providers will provide warranty and maintenance for Lenovo branded equipment identified on a Master Agreement.</p>													

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
3	<b>THIRD PARTY PRODUCTS.</b> Products offered may be manufactured by a third party; however, Contract Vendor must provide the warranty service and maintenance for all third party products on the Master Agreement. Contract Vendor may not offer another manufacturer's product holding a Master Agreement without prior approval. Warranty documents for Products manufactured by a third party are preferred to be delivered to the Participating Entity with the Products. Contract Vendor can only offer third party products in a band they have been awarded. Describe proposed warranty in Section 3A6 in accordance to WSCA-NASPO warranty term.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo agrees to not offer another manufacturer's product holding a Master Agreement without prior approval. Response to question #48 states that the Contract Vendor does not have to provide break/fix services on third party products.</p> <p><i>The Contract Vendor does not have to perform the actual break/fix services on third party products. The Contract Vendor may assign the third party manufacturer's warranty, but is ultimately responsible and will be the first point of contact, provide maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.</i></p>			
4	<b>PRODUCT RESTRICTIONS.</b> Responder must agree to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Describe thoroughly how Contract Vendor will manage product restrictions for Participating States.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo agrees to adhere to the restrictions in the Scope of Work throughout the life of the Master Agreement. Lenovo will track the product restrictions by Participating state. Lenovo Sales teams and Partners will be trained on Participating State product restrictions. Lenovo will not post restricted products on Participating State websites. Lenovo will audit WSCA Reseller websites monthly to ensure Partners do not post restricted products on their websites.</p>			
5	<b>MAINTAINING THE PRODUCT AND SERVICE SCHEDULE (PSS).</b> Contract Vendors will develop and maintain an electronic Product and Service Schedule (PSS) which identifies a complete listing of all products and services included in the awarded Master Agreement as well as individual Participating State's PSS's. It is understood that manufacturer's pricing models will vary and final negotiation of how the PSS is presented will be finalized upon award. The PSS will be available for audit purposes and end users to verify pricing based on the minimum discounts with categorized exceptions provided off a designated base line price list. The minimum discounts with categorized exceptions and designated price list must be provided upon request. The PSS may contain the following information: <ul style="list-style-type: none"> <li>• Band number</li> <li>• Category</li> <li>• Product Brand</li> <li>• Item number</li> </ul>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<ul style="list-style-type: none"> <li>Item description</li> <li>List Price</li> <li>Discount provided</li> <li>Discounted price</li> </ul> <p>PSS is to be maintained as follows:</p> <ol style="list-style-type: none"> <li>The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exceptions levels</li> <li>The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS.</li> <li>The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS</li> <li>The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.</li> </ol> <p>The state reserves the right to make PSS format changes throughout the life of the master agreement.</p> <p>Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). A sample has been provided in the Section 6. This ARF will be finalized upon negotiations and reaffirms and tracks changes made to the Master Agreement. Changes may be made quarterly.</p>		
<p>Lenovo will develop and maintain a Product and Services file in a Microsoft Excel format. The Product and Service Schedule will include a listing of all available Lenovo products, part numbers, part description, band number, product brand, list price, WSCA/NASPO discount, and WSCA/NASPO discount price. The file will be updated on a monthly basis by Lenovo based on the format finalized during negotiation. This file will be posted on all Lenovo WSCA/NASPO state websites.</p> <p>Lenovo will work with each State to develop a satisfactory Product and Services file.</p>			
6	<p><b>WARRANTY AND MAINTENANCE.</b> The Contract Vendor shall ensure warranty service and maintenance for all equipment, including third party products provided. Describe in detail how the responder will secure warranty for all products and services. The Contract vendor agrees to facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. Describe in detail how the responder will secure warranty for all products and services.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Lenovo will ensure the delivery of warranty service through our award winning Call Centers and under the terms of the Lenovo Limited Warranty. Support for Think Products can be reached by calling 1-800-426-7378 and for storage products like Iomega by calling 866-856-9898.</p> <p>Lenovo's goal is to find and fix problems before our customers even becomes aware of them. Lenovo takes aggressive steps, from design/development through ship support, to identify and resolve quickly potential problems. During a product's lifecycle, we track repair action performance at the machine type level and commodity level. When we become aware of a potential issue we quickly bring it to our development and engineering teams' attention to root cause it, fix it, and prevent occurrence in future products.</p> <p>Once we identify an issue with a potential impact to our customers and a deployable solution, we use several methods of communication. We publish "tips" (driver updates, bios updates, etc.) for each platform on our Service and Support site so customers potentially experiencing these problems are helped early in the support structure. Industry-wide or potential issues (with solutions) affecting our enterprise customers are proactively communicated to our sales teams through executive calls, notes or bulletins, and an internal web site. Our sales teams communicate to our customers and engage the appropriate escalation path to resolve the issue.</p> <p>Should a problem arise with your hardware, our Call Centers assign each service request an incident number. This incident number is shared with the customer, and becomes the central thread that unites service activities under one event record. Technical support representatives assume ownership of a call from the instant it is placed, and don't relinquish that ownership until it has been satisfactorily closed.</p> <p>Initial requests that come into the Call Center are pursued immediately. If no resolution for the problem is found, it is then escalated to the next level of support. There is an automatic escalation procedure for complex problems that cannot be answered by level one support personnel. As problems are escalated, the personnel assigned to the problem have more expertise and focus in the specific problem domain. The client is notified of the problem number and status.</p>		



A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
7	<b>LEASING.</b> Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo understands and will comply.</p> <p>Leasing solutions are offered through Lenovo Financial Services, a program underwritten and offered through CIT Finance LLC.</p> <p><b>Lenovo Financial Services</b></p> <p>Using financing solutions from Lenovo Financial Services (LFS) allows for easy acquisition, management and control of your IT assets. When you choose to finance through LFS, Participating States and Participating Entities will enjoy many valuable benefits, such as:</p> <ul style="list-style-type: none"> <li>• <b>Total Life-Cycle Management</b> – We offer life-cycle management of your technology assets from acquisition to disposition allowing your organization to always have the most current technology at the lowest cost. LFS will work with your supplier to insure a seamless procurement process.</li> <li>• <b>Lower Upfront Costs</b> – 100% financing reduces deployment costs, providing your company with an ability to acquire the IT assets you need today without impacting cash flow. In addition to preserving working capital and keeping credit lines intact, using an LFS finance solution allows a quicker ROI.</li> <li>• <b>Ability to Bundle Costs</b> – LFS offers you the option of financing your entire IT solution including, hardware, software, and business partner services into one transaction.</li> <li>• <b>Protection Against Advancing Technology</b> – Financing through LFS allows you to utilize the latest technological advances with minimal financial impact or risk. Depending upon the lease structure selected you can add-on or upgrade during the term of the contract, or you can choose to return, extend or purchase the assets at the end of the contract.</li> <li>• <b>Premier Client/Optional Services</b> – These services are available to major accounts which typically feature an extensive number of assets in multiple locations. We assign a dedicated specialist to serve you during the life of the relationship. Your specialist develops a deep understanding of your invoice and payment requirements as well as other unique elements of your transaction. LFS welcomes the opportunity to discuss optional services such as pack and ship and data scrubbing with certification.</li> <li>• <b>Quality Digital Services</b> – QDS is our online customer portal allowing you 24/7 access to manage your IT assets. From this site you can manage your entire portfolio of lease schedules and contract information.</li> </ul>			
8	<b>DELIVERY.</b> Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>



A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Lenovo takes our commitments to our customers very seriously and will establish and implement processes for WSCA-NASPO to ensure that product delivery and installation time frames are met.</p> <p>Our Lenovo Direct Fulfillment goal is to offer WSCA-NASPO our best of breed products, aggressively priced, with a fulfillment model customized to your unique requirements. In the US Lenovo will ship standard and forecasted custom products, within 10 business days from receipt by Lenovo of a valid purchase order. This order fulfillment objective does not apply to initial orders for custom models. When Lenovo creates a custom model based on unique requirements, these models are subject to a "First Off Test" (FOT) which is a process to ensure that the newly created custom model is technically valid, manufactured properly and is a functional configuration. Standard shipping is assumed and premium shipping is available upon request for an additional fee. We are consistently averaging less than 10 days from order receipt to shipment across all customers in the United States.</p>		
9	<p><b>FREIGHT.</b> All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	<p>Lenovo places a great deal of emphasis on meeting our commitments. We extend this focus on commitment to the quality and reliability of our distribution processes as well. Lenovo's outbound distribution logistics programs support direct shipments of products to US customers from Lenovo's internal manufacturing sites and key supplier manufacturing sites in the US, Mexico and Asia. Our Direct fulfillment is designed to include shipping costs in the price of the hardware. Direct shipments minimize customer order-to-delivery times and handling costs. We have service contracts with national and international transportation companies that provide manufacturing dock to customer door services. Some of the non-standard services available to Lenovo's customers include a) various transit times; b) expedited delivery; c) appointment or exact time deliveries; d) inside deliveries; e) customized palletization; f) liftgate trucks; g) package breakdown and dunnage removal; h) special tracking and consolidated shipping. Shipping charges are contingent upon the shipping method selected. These special services provided by Lenovo's carriers can be tailored, in most cases, to meet specific requirements for each customer's receiving location. Knowing these details in advance allows Lenovo to make the proper arrangements with our carriers.</p>		
10	<p><b>VENDOR PERFORMANCE MEETING.</b> An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Participation by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>A representative or two from Lenovo plan to attend the annual vendor performance meeting.</p>			

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
11	<p><b>AUDITING.</b> Contract Vendors agree to audits, including but not limited to the Lead State or 3<sup>rd</sup> party to ensure products sold, pricing and administrative fees are compliant with Master Agreement terms and conditions. Responders must describe:</p> <ul style="list-style-type: none"> <li>• how the responder regularly self audits the Master Agreement to ensure compliance</li> <li>• how an end user will be able to self audit to ensure quotes provided are at the minimum discount off list price</li> <li>• how often the web pricing and invoicing is audited to insure contractual compliance.</li> <li>• reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the Master Agreement through vendor supplied reporting tools.</li> <li>• how the responder ensures that States with multiple Master Agreements are monitored to ensure purchases are correctly booked with the correct Master Agreement.</li> </ul>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo conducts and will continue regular self-audits of the Master Agreement to ensure compliance. We will continue to generate monthly WSCA/NASPO sales out reports. The report calculates the discount off list to ensure the minimum WSCA/NASPO discounted price is provided. Lenovo will request purchase orders from Lenovo sales and approved WSCA/NASPO resellers to ensure correct parts, pricing, contract numbers, and valid end user customers per the WSCA/NASPO contract and Participating State. Adjustments will be made on orders with incorrect pricing. Lenovo sales team and WSCA/NASPO resellers will be notified of non-eligible customers. The Product and Services guide will be reviewed monthly to ensure WSCA/NASPO eligible parts are listed and posted on the WSCA/NASPO websites.</p> <p>End user customers will be able to view the price list for Lenovo product on the Lenovo WSCA website. For custom configurations, end users can configure products online to show the list price along with the WSCA discount to ensure they are receiving WSCA minimum discount or better.</p> <p>The WSCA/NASPO site and associated links/pages will also be audited monthly to maintain consistent product information and ensure general site availability. When new State websites are added, a quality check will be done immediately to ensure that any pricing or product updates are reflected accurately on the state websites. Corrections are made if necessary so that the state websites, at all times, reflects the agreed-to pricing structure with WSCA/NASPO. Particular attention is paid to ensuring the appropriate product discounts reflect contractual compliance.</p> <p>From the Lenovo WSCA/NASPO website, end user customers will be able to view orders placed under their secure login. This report will show the order number and price end user was charged. End users can compare this pricing to the list price on the Products and Services Schedule. Lenovo sales teams can also provide invoicing reports upon request.</p>			

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
<div> <div>PRODUCTS</div> <div>ALASKA WCSA/NASPO CONTRACT B27168 LINKS</div> <div>CONTACT INFORMATION</div> </div>			
<div> <div>Home &gt; My account &gt; My account</div> <div>My account</div> <div>Welcome melissa freeman (Sign out)</div> <div> <div>My Orders</div> <div> <a href="#">View my orders (OVFP)</a>  <a href="#">View my saved carts</a>  <a href="#">View my quotes</a> </div> <div>My Account Information</div> <div> <a href="#">Change my account information</a>  <a href="#">Manage my address book</a> </div> </div> <div> <div>lenovo.</div> <div>English</div> <div>Order Status</div> <div>Order Status</div> <div>View the status of a single order</div> <div> <div>Order Number</div> <div></div> <div>(The order number was provided to you in an email sent after your order is placed.)</div> </div> <div> <div>Email Or Phone Number</div> <div></div> <div>(The one used when the order was placed)</div> </div> <div>Check Status</div> <div>Shipment tracking is available once your product is received by the carrier.</div> </div> </div>			

A

RESPONSE REQUIREMENTS: BUSINESS

M

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MANDATORY

MEETS

UNDERSTAND &

WILL COMPLY?

Order Information

Sold To :

Order Number : 4243120608

Order Date : 2013/09/26

PO Number :

Order Detail

Status	Part Number	Description	Quantity	Unshipped Quantity	Customer Requested Arrival Date	Estimated Ship Date	Last Change Date	Estimated Delivery Date
Delivered ▾	0B47091	Lenovo Mini-DisplayP...	1	0	2013/09/30			
		<a href="#">Shipment Details</a>						

Shipping Information	Carrier	Tracking Number	Product ID	Quantity	Serial Number	Actual Ship Date	Estimated Delivery Date	Actual Delivery Date	Milestone
Delivered	UPS	1Z9FX269DC9728...	0B47091	1		2013/09/29		2013/10/03	Delivered ▾

Status	Part Number	Description	Quantity	Unshipped Quantity	Customer Requested Arrival Date	Estimated Ship Date	Last Change Date	Estimated Delivery Date
Delivered ▾	0B47090	Lenovo Mini-DisplayP...	1	0	2013/09/30			
		<a href="#">Shipment Details</a>						

Shipping Information	Carrier	Tracking Number	Product ID	Quantity	Serial Number	Actual Ship Date	Estimated Delivery Date	Actual Delivery Date	Milestone
Delivered	UPS	1Z9FX269DC9735...	0B47090	1		2013/10/11		2013/10/17	Delivered ▾

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?																																																								
<table border="1"> <thead> <tr> <th>Status</th> <th>Part Number</th> <th>Description</th> <th>Quantity</th> <th>Unshipped Quantity</th> <th>Customer Requested Arrival Date</th> <th>Estimated Ship Date</th> <th>Last Change Date</th> <th>Estimated Delivery Date</th> </tr> </thead> <tbody> <tr> <td>Delivered ▾</td> <td>3448CTO</td> <td>ThinkPad X1 - 3 Year ...</td> <td>1</td> <td>0</td> <td>2013/09/30</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>41C9342</td> <td>3YR Onsite + 3YR Think...</td> <td></td> <td></td> <td>2013/09/30</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="7"> <a href="#">Shipment Details</a>  <a href="#">System Details</a> </td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Shipping Information</th> <th>Carrier</th> <th>Tracking Number</th> <th>Product ID</th> <th>Quantity</th> <th>Serial Number</th> <th>Actual Ship Date</th> <th>Estimated Delivery Date</th> <th>Actual Delivery Date</th> <th>Milestone</th> </tr> </thead> <tbody> <tr> <td>Delivered</td> <td>UPS</td> <td>1ZV6292VDG3207...</td> <td>3448CTO</td> <td>1</td> <td>PK1DTD7</td> <td>2013/10/12</td> <td></td> <td>2013/10/17</td> <td>Delivered ▾</td> </tr> </tbody> </table> <div> <div>Sub total:</div> <div>\$ 2,728.26 USD</div> </div> <div> <div>Estimated Tax:</div> <div>\$ 197.07 USD</div> </div> <div> <div>Recycling:</div> <div>\$ 0.00 USD</div> </div> <div> <div>Shipping and Handling:</div> <div>\$ 0.00 USD</div> </div> <div> <div>Estimated Total:</div> <div>\$ 2,925.33 USD</div> </div>				Status	Part Number	Description	Quantity	Unshipped Quantity	Customer Requested Arrival Date	Estimated Ship Date	Last Change Date	Estimated Delivery Date	Delivered ▾	3448CTO	ThinkPad X1 - 3 Year ...	1	0	2013/09/30					41C9342	3YR Onsite + 3YR Think...			2013/09/30					<a href="#">Shipment Details</a> <a href="#">System Details</a>								Shipping Information	Carrier	Tracking Number	Product ID	Quantity	Serial Number	Actual Ship Date	Estimated Delivery Date	Actual Delivery Date	Milestone	Delivered	UPS	1ZV6292VDG3207...	3448CTO	1	PK1DTD7	2013/10/12		2013/10/17	Delivered ▾
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<div>Additional Information</div> <div> <div>Shipping Address :</div> <div>Billing Address :</div> <div>Sold To Address :</div> </div>																																																											
12	<b>SELF AUDIT:</b> Vendors are required to conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings are to be reported to Lead State with actions to correct documented findings.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																																																								
Lenovo will randomly audit minimum one tenth of one percent (.001) sales orders on a monthly basis. Quarterly, Lenovo will audit minimum one tenth of one percent (.001) sales orders and report the findings to WCSA. Documentation will include list price, WCSA price, and the price the customer was charged.																																																											
13	<b>PREFERENCE PROGRAMS.</b> Describe experience and capacity to meet minority and women business enterprises and other local purchasing preferences that vary among potential Participating Entities, including but not limited to the use of these businesses in their partner relationships.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																																																								

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Lenovo envisions diverse suppliers as a natural part of our business strategy in order to expand our diverse supplier base, strengthen economic development, and create competitive advantage for all involved. Through its Supplier Diversity Program, Lenovo is committed to maximizing the inclusion of diverse suppliers by identifying opportunities, developing and incubating relationships, creating processes that encourage diverse supplier integration, and creating a culture of inclusion. Lenovo defines diverse suppliers as small, small disadvantaged, minority-owned, woman-owned, veteran-owned, service-disabled veteran-owned, and HUBZone businesses.</p> <p>Additionally, as part of our Supplier Diversity program, Lenovo is actively involved with numerous associations and organizations to help facilitate supplier identification and program development; examples include National Minority Supplier Development Council (NMSDC) and regional affiliates, Women Business Enterprise National Council (WBENC) and regional affiliates, Small Business Administration, Raleigh Chamber of Commerce, and North Carolina Institute of Minority Economic Development.</p>		
14	<p><b>GEOGRAPHIC OFFERING.</b> While the primary purpose of this solicitation is to select a Responders who can offer all products and services within a band for all Participating States, to encourage small business participation Responders are permitted to submit a proposal on more limited geographical areas.</p> <p>Clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. <u>Identify at least one State.</u> If a Proposer elects to submit a Proposal for a single State then the Proposer will be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WCSA-NASPO Management Board.</p> <p>The proposer will be evaluated on the same criteria as all other vendors and referred to the identified State for consideration of a Master Agreement.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo is not proposing any geographical limitations.			



A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
15	<p><b>MASTER AGREEMENT TERMINATION.</b> Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur:</p> <ul style="list-style-type: none"> <li>All websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.</li> <li>If approved by the Lead State, Customer data/user accounts acquired during the term of the Master Agreement shall be destroyed or returned to the State at the request of the Participating State's administrator unless required to maintain per audit.</li> <li>No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the Lead State.</li> <li>If approved by the Lead State, hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the Master Agreement term upon the request of the Participating State.</li> </ul>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo would comply upon termination.			
16	<p><b>PREMIUM SAVINGS PACKAGE PROGRAM.</b> Contract Vendors who participate in the PSP program commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. Provide marketing plan of the PSP Program including leading with PSP Program and displaying prominently on websites to market aggressively to all States.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/> n/a for server storage vendors
<p>Every Lenovo-WSCA website for states participating in the PSP Program will have PSPs on the landing page for most visibility.</p> <p>PSP email will be sent out quarterly to both States currently participating as well as States not participating urging them to participate. Emails will be sent to key purchasing contacts as well as all eligible entities within the State to participate in the program.</p> <p>Please see #10 IMPLEMENTATION PLAN AND MARKETING METHODOLOGY and Appendix B for full details on the Marketing Plan.</p>			
17	<p><b>PROMOTIONS.</b> Contract Vendors are allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>




A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<ol style="list-style-type: none"> <li>End-of-Life or 'While Supplies Last' promotions will be made available to WCSA/NASPO when applicable.</li> <li>Channel Partners that are authorized resellers are encouraged to offer promotions on Lenovo product they have in stock adhering to T's and C's of the WCSA contract.</li> <li>In addition to promoting PSPs, Lenovo is willing to offer exceptional first unit offers on Lenovo Think-branded products (in some cases nearly 60% off list price)               <ol style="list-style-type: none"> <li><b>Promotions</b> around Server or NON-PSP items</li> </ol> </li> </ol> <p>Please see #10 IMPLEMENTATION PLAN AND MARKETING METHODOLOGY and Appendix B for full details on the Marketing Plan.</p>		

## B. RESPONSE REQUIREMENTS: ENVIRONMENTAL

Confirm the responder meets, understands and will comply with the requirement by checking **YES**. **Mandatory Requirements** are indicated with “M” need to be checked yes. Describe **FULLY** and provide detail how the proposal satisfies each item.

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p><b>ENVIRONMENTALLY PREFERABLE PURCHASING COMMITMENT.</b> Explain commitment to environmentally preferable purchase specifically in the areas below.</p> <p><b>a. End of life management:</b> Include detailed information regarding takeback, recycling and trade in programs available</p> <p><b>b. Environmental solutions:</b> Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how your company is willing to work with the State and the manufacturers to minimize impact on the environment. Specifically address:</p> <p>MATERIALS - manufacturer declaration on reduction / elimination of hazardous materials i.e.; mercury and lead.</p> <p>PRODUCT – In general how does the responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of replacement parts for life extension, cost, and complication to upgrade.</p> <p>CORPORATE – detail if company has in place regarding sell/procurement of refurbished/remanufactured products.</p> <p><b>c. Environmental certifications.</b> Describe how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	<p>b. Lenovo offers a variety of end of life service offerings to meet the needs of our customers, ranging from free product take back for household consumers to an Asset Recovery Service offering for commercial and Large Enterprise customers. Full details on these programs can be found at <a href="http://www.lenovo.com/recycling">www.lenovo.com/recycling</a>.</p> <p>Lenovo is the trusted industry leader for technology recovery, refurbishing and remarketing. Through world-class facilities and processes, Lenovo provides the foundation for sustainable technology, providing enterprises with an economically smart, environmentally friendly and risk-free method for the collecting, recycling and reselling of used technology—so it can continue to benefit others.</p> <p>Lenovo offers managed “trade-in” and IT disposition Services as follows:</p> <p><b>Asset Recovery Service (ARS) Scope</b></p> <p>Lenovo asset recovery services are available with flexibility to meet your environmental and financial objectives.</p> <p>For a fixed price per asset Lenovo offers:</p> <ul style="list-style-type: none"> <li>□ Pack and Pickup equipment at customer location (shipping/logistics billed at actual)</li> </ul>		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<ul style="list-style-type: none"> <li>□ Processing services to receive, test, and prepare equipment for resale</li> <li>□ Recycling services to ensure proper disposal for obsolete equipment</li> <li>□ Data destruction services to not just format, but to overwrite or destroy data for security</li> <li>□ Value recovery services to return value for re-marketable assets</li> <li>□ Service delivery management services to provide a single point of contact and reporting</li> <li>□ Certificates of proper data destruction and environmental processing</li> </ul> <p><b>Point of Sale Asset Recovery Service</b></p> <p>Point of Sale ARS may be purchased at the same time the new system is purchased. The ARS Point of Sale program allows for the payment in advance of the Asset Recovery Service fees (processing and transportation) at the time of the system purchase and gives the user the rights to exercise the ARS for this system at any point up to 5 years from the time of purchase for this system. The customer is also provided access to the Point of Sales ARS Web allowing a view of asset value which allows for informed device end of life process.</p> <p>This service provides a predictable, convenient and full featured solution for managing the eventual retirement of your valuable IT assets, replacing costly and time consuming ad hoc disposal business processes. Lenovo's service delivery partner is Arrow Electronics, a Fortune 121 Company and trusted global partner to over 100,000 organizations, providing unrivaled expertise in end-of-life solutions for all types of IT equipment.</p> <p>Your asset retirement service includes the following capabilities:</p> <ul style="list-style-type: none"> <li>□ Logistics services to pick up and secure chain of custody transportation of assets to processing facilities</li> <li>□ Data erasure/destruction services to overwrite or destroy data for maximum security—NIST 800-88 compliant three (3) pass data overwrite process</li> <li>□ Remarketing value recovery services ensure maximum resale value for re-marketable assets (requires PN 0C07070)</li> <li>□ Environmentally-friendly and compliant recycling standards, backed by certifications including Responsible Recycling (R2), Responsible Industry Operating Standard (RIOS), ISO9001, ISO 14001, and OHSAS18001</li> </ul> <p>By attaching this service at time of purchase, you can monitor and control your inventory using the asset retirement service management portal. The portal provides one click pick-up request, ongoing monitoring of fair market value, certificate management and service delivery administration.</p> <p>c. Lenovo has a strong focus on the use of post-consumer recycled materials and other environmentally preferable materials in both our products and our packaging. The specific amounts of recycled content will vary by product but details can be found online at <a href="http://www.lenovo.com/materials">www.lenovo.com/materials</a>. Lenovo does have an outlet site with new, refurbished and scratch &amp; dent products for sale: <a href="http://outlet.lenovo.com/SEUILibrary/controller/e/outlet_us/LenovoPortal/en_US/special-offers.workflow:ShowPromo?LandingPage=/All/US/Portals/Outlet">http://outlet.lenovo.com/SEUILibrary/controller/e/outlet_us/LenovoPortal/en_US/special-offers.workflow:ShowPromo?LandingPage=/All/US/Portals/Outlet</a>.</p>		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>d. Lenovo and our products have achieved numerous certifications which may vary depending on the product but may include ENERGY STAR, UL Environment Sustainable Product Certification, TCO, TCO Edge, ISO 14001 (for the company), EPEAT, and others. Depending on the product and geography, these programs may have a physical or electronic label on the system or the box, or may be listed on our or a third party's website (such as the EPEAT registry). The certifications/registrations are not identified on the Lenovo packing list. For full details, please see <a href="http://www.lenovo.com/environment">www.lenovo.com/environment</a>.</p> <p>On the "[State] WSCA/NASPO Contract B27168 Links" page for each state, Lenovo has the following environmental links available:</p> <div style="text-align: center;">  <p><b>Lenovo Takeback/Recycling Program</b></p> <p><a href="#">▶ Click Here</a></p> </div> <div style="text-align: center;">  <p><b>Environmental Certification Programs</b></p> <p><a href="#">▶ Click Here</a></p> </div> <div style="text-align: center;">  <p><b>Environmental Certification File</b></p> <p><a href="#">▶ Click Here</a></p> </div> <p>For example, this is the links page for California:  <a href="http://shop.lenovo.com/SEUILibrary/controller/e/1213521253/LEPortal/en_US/site.workflow:customlinks?menu-id=customlinks&amp;current-catalog-id=7D443E415E204109B48B074CFEE0F3C2&amp;current-category-id=AB4F4B87E8382B29214E632F03DCCB0B">http://shop.lenovo.com/SEUILibrary/controller/e/1213521253/LEPortal/en_US/site.workflow:customlinks?menu-id=customlinks&amp;current-catalog-id=7D443E415E204109B48B074CFEE0F3C2&amp;current-category-id=AB4F4B87E8382B29214E632F03DCCB0B</a></p>		
2	<p><b>EPEAT REGISTRATION.</b> Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration.</p>	M	<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>n/a storage</p>
<p>Many Lenovo products are registered on the EPEAT registry and many are further third party tested to the IEEE 1680.1 standard by UL Environment. For a full list of products that are on the EPEAT registry, please see <a href="http://www.epeat.net">www.epeat.net</a>.</p>			
3	<p><b>TOTAL COST OF OWNERSHIP.</b> Describe how your company can provide users information to assist in evaluating the Total Cost of Ownership in utilizing products. E.g. equipment that runs more efficiently, with less supplies, etc.</p>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
<p>Lenovo has a strong focus on energy efficiency and has a variety of features in our products that contribute to energy efficiency. For a detailed description of these features, please see <a href="http://www.lenovo.com/energy">www.lenovo.com/energy</a>.</p>			
4	<p><b>ENERGY STAR COMPLIANT PRODUCTS.</b> Describe manufacturer commitment to EnergyStar Program.</p>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
<p>Lenovo offers a full complement of products that meet the ENERGY STAR program requirements. Please see <a href="http://www.lenovo.com/energy">www.lenovo.com/energy</a> for a complete list of products or contact your sales rep to inquire if a specific product is ENERGY STAR qualified.</p>			
5	<p><b>ENVIRONMENTAL IMPROVEMENT PROGRAM.</b> Describe Product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each of the following areas: reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants.</p>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
<p>Lenovo products meet all applicable legal requirements wherever we do business. As part of our EMS, we continually drive improvements in our products environmental performance going beyond compliance. Current focus areas for our EMS include increasing our use of post-consumer recycled content, improvements in product energy efficiency and measurement of product carbon footprint, and improving the environmental characteristics of our packaging. For full details please see <a href="http://www.lenovo.com/environment">www.lenovo.com/environment</a>.</p>			



### C. RESPONSE REQUIREMENTS: QUALIFICATIONS

Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with “M” need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p><b>COMPANY HISTORY.</b> Responders must provide a brief history and description of their company detailing how they will support this Master Agreement:</p> <p><b>Facilities.</b> Responders must indicate number and location of manufacturing plants, distribution outlets, and support centers, as appropriate. Provide information on facility production volume in Calendar Year 2012. Please indicate which facilities have been ISO 14001 certified.</p> <p><b>Personnel.</b> Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for non-federal governmental customers.</p> <p><b>Organization.</b> Responders must include an organization chart and a thorough narrative describing how the Master Agreement will be supported from senior management down to field technicians including the use of any wholly owned subsidiaries or subcontractors.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

#### Lenovo Production Facilities

Lenovo's executive headquarters are in Morrisville, North Carolina, USA with principal operations in Beijing, China, and Morrisville, North Carolina, USA and an enterprise sales organization worldwide. The company employs more than 35,000 people worldwide.

Research and development centers are in Raleigh, NC, USA; Beijing, Shenzhen, Shanghai, Xiamen, Chengdu, China; and Yokohama-city, Japan. Primary PC manufacturing and assembly facilities are located in Beijing, Huiyang, Shanghai, and Shenzhen, China; Pondicherry, India; Monterrey, Mexico and Greensboro, NC, USA.

Please refer to the following website for specific location addresses:

<http://www.lenovo.com/lenovo/us/en/locations.html>

While we cannot disclose its specific production capacities for competitive reasons, Lenovo has a highly flexible and agile supply chain capable of meeting customers' volume, configuration and delivery requirements for our full range of products. The company has established a strong track record as a highly reliable, global PC supplier to large enterprises, public sector organizations, business partners and the consumer market. Over the past several years, we have delivered almost 90% of all units within eight business days, and met or beat our first committed shipment date over 90% of the time.

Further, Lenovo is committed to continuously improving its supply chain to deliver the PC industry's best customer experience. In 2011, we began an initiative called "Perfect Order Fulfillment," which is changing the way we measure product delivery performance from operationally focused metrics, such as order-to-delivery cycle time, to more customer focused metrics, such as delivery date accuracy, initial product quality and billing accuracy. "Perfect Order Fulfillment" is now our primary means of assessing the impact of our supply chain on customer experience, and this year became one of our top-level corporate performance metrics. The initiative also is sparking numerous continuous improvement projects as we relentlessly strive to elevate our performance against this demanding measurement

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?																		
standard.																					
The following locations are ISO 14001 certified through June 16, 2016:																					
<ul style="list-style-type: none"><li>• Morrisville, NC USA– Executive HQ</li><li>• Whitsett, NC USA</li><li>• Pondicherry, India</li><li>• Yokohama, Japan</li><li>• Monterrey, Mexico</li></ul>																					
The following locations are ISO 14001 certified through November 17, 2016:																					
<ul style="list-style-type: none"><li>• Beijing, China</li><li>• Shanghai, China</li><li>• Huiyang, China</li><li>• Chengdu, China</li><li>• Shenzhen, China</li></ul>																					
<b>Personnel</b>																					
Melissa Maloney of Lenovo (United States), Inc. is empowered and authorized to execute contracts on behalf of the Company. Melissa Maloney has covered WSCA/NASPO for 5 years and been involved in Public Sector technology for 13 years. For day-to-day activities, Melissa Autrey has been the lead project administrator for WSCA/NASPO since November 2010 and will continue to perform these duties going forward.																					
<b>Melissa Maloney</b> Public Sector Sales Director Lenovo (United States) Inc 1009 Think Place Morrisville, NC 27560 (919) 257-5030 <a href="mailto:mmaloney@lenovo.com">mmaloney@lenovo.com</a>																					
<b>Melissa Autrey</b> Project Administrator WSCA/NASPO 1009 Think Place Morrisville, NC 27560 (919) 294-0609 <a href="mailto:mautrey@lenovo.com">mautrey@lenovo.com</a>																					
The following chart shows the resources (as defined above) for each state:																					
<table><tr><th>State</th><th>Account Executive</th><th>Inside Sales Representative</th></tr><tr><td>Alabama</td><td>1</td><td>1</td></tr><tr><td>Alaska</td><td>1</td><td>1</td></tr><tr><td>Arizona</td><td>1</td><td>1</td></tr><tr><td>Arkansas</td><td>1</td><td>1</td></tr><tr><td>California</td><td>1</td><td>1</td></tr></table>				State	Account Executive	Inside Sales Representative	Alabama	1	1	Alaska	1	1	Arizona	1	1	Arkansas	1	1	California	1	1
State	Account Executive	Inside Sales Representative																			
Alabama	1	1																			
Alaska	1	1																			
Arizona	1	1																			
Arkansas	1	1																			
California	1	1																			

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Colorado	1	1
	Connecticut	1	1
	Delaware	1	1
	DC	1	1
	Florida	1	1
	Georgia	1	1
	Hawaii	1	1
	Idaho	1	1
	Illinois	1	1
	Indiana	1	1
	Iowa	1	1
	Kansas	1	1
	Kentucky	1	1
	Louisiana	1	1
	Maine	1	1
	Maryland	1	1
	Massachusetts	1	1
	Michigan	1	1
	Minnesota	1	1
	Mississippi	1	1
	Missouri	1	1
	Montana	1	1
	North Carolina	1	1
	North Dakota	1	1
	Nebraska	1	1
	New Hampshire	1	1
	New Jersey	1	1
	New Mexico	1	1
	Nevada	1	1
	New York	1	1
	Ohio	1	1
	Oklahoma	1	1
	Oregon	1	1
	Pennsylvania	1	1
	Rhode Island	1	1
	South Carolina	1	1

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	South Dakota	1	1
	Tennessee	1	1
	Texas	1	1
	Utah	1	1
	Vermont	1	1
	Virginia	1	1
	Washington	1	1
	West Virginia	1	1
	Wisconsin	1	1
	Wyoming	1	1

## Organization

### Executive Hierarchy for WSCA

*Customer Satisfaction  
Team*

*Contract Manager  
**Melissa Autrey***

*Project Management  
Office*

*Public Sector Sales Dir.  
**Melissa Maloney***

*Executive Director  
**Jason Mooneyham***

*Vice President  
**Thomas Looney***

*President North America  
**Jay Parker***

*President Americas Group  
**Gerry Smith***

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The WSCA/NASPO contract is a valued and integral part of Lenovo's sales and marketing plans for Public Sector customers. This contracting vehicle will be leveraged by our Direct Account Executives and Inside Territory Sales Representatives in meeting our customer's business objectives. Thomas Looney, Vice President and General Manager, is an executive sponsor of the WSCA/NASPO contract and will ensure that his team utilizes this contract. In addition, Melissa Maloney, Public Sector Sales Director owns and manages the MPA closely.

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
2	<p><b>CONTRACT VENDOR RESPONSIBILITY.</b> Contract Vendors shall be responsible for successful performance of the Master Agreement and also for the successful performance of any and all of their partners.</p> <p>The Contract Vendor is to be the sole point of contact as applicable by Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the equipment and maintenance of the equipment for the term of the Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Master Agreement.</p> <p>The Contract Vendor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. The Contract Vendors will be responsible for compliance with requirements under the Master Agreement, even if requirements are delegated to partners. The Contract Vendors and partners must not in any way represent themselves in the name of the Lead State, WSCA-NASPO or Participating States.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo understands and will comply.			
3	<p><b>PARTNER UTILIZATION.</b> If utilizing partners, the Contract Vendor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides.</p> <p>Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.</p> <p>If partners are proposed, describe:</p> <ul style="list-style-type: none"> <li>process to qualify partners and sales personnel to represent the product.</li> <li>business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services; or if partners will be used to accept orders and payments (with the agreement of the Participating State).</li> <li>how partners are certified</li> <li>how partners are contractually bound to the Master Agreement terms and conditions; and</li> <li>how partner sales will be accurately tracked and reported.</li> <li>Remedy plan if the partner or sales personnel are not in compliance.</li> </ul>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>Lenovo uses partners in two ways. We have the WSCA Agent program and the WSCA Reseller program.</p> <ol style="list-style-type: none"> <li><b>WSCA Agents</b> are partners authorized by Lenovo and approved by the State to assist end users in locating products/services. These partners refer end users to Lenovo to place orders for WSCA approved products and services. WSCA Agents do not accept purchase orders or payments.</li> <li><b>WSCA Resellers</b> are partners authorized by Lenovo and approved by the State to assist end users in locating products and services at prices and terms established by Lenovo and the State by the WSCA/NASPO Master Agreement. These partners are allowed to directly accept purchase orders and payments for WSCA approved products and services from end users. Partners manage the product and services order process from order receipt and delivery to payment receipt.</li> </ol> <p>Lenovo sales team qualifies partners. Partner creates a business case including the end user customers, outlook of sales, and plan for growing WSCA/NASPO business. The Sales team reviews the business case and decides if the partner should be a WSCA Agent or a WSCA Reseller. Once the Lenovo sales team decides on the route, request is sent to the State to add the partner as a WSCA Agent or a WSCA Reseller.</p> <p>The State certifies which partners they would like to added to as WSCA Agents or WSCA Resellers. The State has the authority to approve or reject partners that Lenovo suggest adding.</p> <p>WSCA Resellers are contractually bound to the Master Agreement terms and conditions by signing the Lenovo WSCA Reseller Agreement. The Lenovo WSCA Reseller Agreement outlines the Lenovo expectations of the WSCA Reseller. WSCA Resellers are educated on the approved products and services that are eligible under the WSCA/NASPO Master Agreement and State Addendums. WSCA Resellers are expected to provide minimum approved Lenovo list minus pricing. Just as Lenovo agrees to monthly self-audit of WSCA/NSPO sales, WSCA Resellers are required to audit their sales. Lenovo may request these audits at any time.</p> <p>WSCA Resellers are required to report their WSCA/NASPO sales monthly to Lenovo. Lenovo conducts an audit of the WSCA Reseller sales. The Lenovo WSCA/NASPO Administrator verifies the products sold are WSCA/NASPO eligible, end user discount is equal to or better than approved Lenovo WSCA/NASPO pricing, and that end user customers are eligible to use WSCA/NSPO contract. WSCA Resellers work with end user customers on which contract vehicles can be used and they are trained to look for WSCA/NASPO contract numbers on the end user's purchase order.</p> <p>The State or Lenovo may terminate WSCA Agents and WSCA Resellers at any time during the contract period for noncompliance. If Lenovo terminates for cause, Lenovo may, at our discretion, allow the WSCA Agent or WSCA Reseller a reasonable opportunity to cure. If WSCA Agent or WSCA Reseller fails to do so, the date of termination is that specified a notice.</p>		
4	<p><b>EQUIPMENT AND SERVICES OVERVIEW.</b> Describe ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. Thoroughly describe offerings and the ability to provide these services (not all services may be applicable to each band):</p> <ul style="list-style-type: none"> <li>Warranty - Break Fix – Non-Warranty</li> <li>Standard non customized Training</li> <li>Installation/de-installation</li> <li>Support</li> </ul>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>



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	<ul style="list-style-type: none"> <li>• Migration</li> <li>• Asset Tagging</li> <li>• Staging/Deployment</li> <li>• Image loading</li> <li>• Image Consulting</li> <li>• System and Server Configuration</li> <li>• Rack and Stack Configuration</li> <li>• Maintenance</li> <li>• Custom service solutions</li> <li>• Asset Management</li> <li>• Recycling/disposal</li> <li>• Training and Certification</li> <li>• Other services available as allowed in the solicitation</li> </ul>		

### Lenovo Services Summary

Today, Lenovo is a US \$34+ Billion (USD) personal technology company and the world's #1 PC manufacturer according to Gartner. We create and build exceptionally engineered technology products, but we are much more than a hardware company. We are an AWARD-WINNING Services provider, trusted by thousands of companies worldwide to support the full lifecycle of Lenovo PCs. This document provides an introduction to the Lenovo Services Portfolio.

### Warranty

The maintenance, break-fix and support of PCs over the term of ownership are about **convenience** and **economics**.

Lenovo's warranty upgrades and extensions are designed to provide varying degrees of convenience and coverage while meeting budgets and your desired depreciation term or refresh cycle.

- **Mail-In:** Economically priced systems may come with a Mail-In base warranty which is ideal for customers with budget constraints. Mail-in requires customers to provide the appropriate box and packing materials as well as pay for the first leg of shipping into Lenovo's Repair Center.
- **Depot Warranty:** Should customers prefer, Lenovo can provide the appropriate packaging and pay for shipping to and from our Repair Center, for greater ease and convenience.
- **Onsite Warranty:** Under a depot warranty service level, customers will be separated from their system for the duration of repairs. Onsite Warranty is designed to send a parts and technician on-site for optimum convenience, where available. Onsite warranty service upgrade is designed for those customers that have high demands for productivity and a preference for a technician to visit their location. While the Lenovo depot based coverage provides the same warranty support for all original hardware components on the system, with onsite support you benefit from having access to a 24x7 phone line to trained technicians to work to expeditiously identify the problem you may be experiencing and a technician will be dispatched to your location. Depending upon the level of responsiveness desired onsite support will often save you days as depot repair requires the shipment of your system to our repair center, during which time you will be away from your computer.

You can opt for a warranty extension or enhancement for 2, 3 or 4 years at the time of your PC purchase. For cost planning, we recommend that you determine the desired lifecycle at the time of purchase.

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	<p><b>Non Warranty Service Overview</b></p> <p>Lenovo defines the terms and conditions of warranty coverage in the Lenovo Limited Warranty (LLW) statement.</p> <ul style="list-style-type: none"> <li>• <b>Warranty</b> – Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product is designated in the product documentation.</li> <li>• <b>Non-Warranty</b> items are explained in the LLW under the "What this warranty does not cover" section: uninterrupted or error-free operation of a product; loss of, or damage to, your data, any software programs, whether provided with the product or installed subsequently, failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by you, damage caused by a non-authorized service provider, failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request; and any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.</li> <li>• <b>Out-of-Warranty or Post Warranty</b> means a non-warranty condition as describe above or the conclusion of the service period. For example, should you elect to purchase an extended the warranty upgrade (i.e. 4 or 5 years), the product will be considered out-of-warranty at the end of the 4 or 5 years.</li> </ul> <p>Service performed on non-warranty or post warranty incidents will be performed on a billable rate. In North America, the billable rate includes time and material plus the cost of travel. Rates are based on direct negotiations between the customer and an Authorized Service Provider and typically vary by geography.</p> <p>Additionally, Lenovo provides flexible options to protect and cover your products to reduce costs associated with non-warranty/post warranty damage. The most common options include:</p> <ul style="list-style-type: none"> <li>• <b>Extended Warranty</b> Options at time of initial purchase</li> <li>• <b>Post Warranty</b> of 1 to 2 year terms (with a maximum total of 5 year warranty service period) to extend the lifecycle and utilization of your assets</li> <li>• <b>Accidental Damage Protection</b> for your Lenovo notebooks to cover incidents not covered by your Warranty such as liquid spills, LCD accidental breakage and electrical surges</li> </ul> <p>In Lieu of post warranty service being performed by Lenovo, you may also purchase service parts directly from a Lenovo authorized service provider at retail list price.</p> <p><b>Priority Technical Support</b></p> <p>Customers with existing internal technical knowledge and a low downtime threshold will benefit from Priority Technical Support. This enhanced warranty phone support expands Lenovo's award-winning service capabilities by giving your IT support staff direct access to our advanced-skilled technicians; bypassing basic troubleshooting, and thereby, saving time and improving overall productivity. Your IT support staff will be re-routed to a higher level of support the <i>first time</i>, resolving break-fix issues faster than standard Warranty phone support. Included with Priority Technical Support are Support Management Tools to enable your IT staff to open tickets, track and report on the status through a web interface system. <i>Priority</i> is a must-have service level for functional roles that include consultants, sales professionals and Executives where revenue is at risk. It is also ideal for remote employees and those</p>		

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	<p>that travel. In today's economic environment, Priority Technical Support may supplement gaps in support requirements with round-the-clock support—all year.</p> <p><b>Accidental Damage Protection Service</b></p> <p>ThinkPad Notebooks are key business tools designed for high mobility and heavy usage. Protect your valuable assets while you're on-the-go with Lenovo's Accidental Damage Protection. Combining Warranty and Accidental Damage Protection provides <b>predictability to your P&amp;L</b>. In other words, you will know exactly what your maintenance, break-fix and support costs are going to be for the lifecycle of your Lenovo Notebooks. When accidents happen – and they do, some repairs could cost as much as \$1,000. You can pay less now or more later. Planning for accidents on your ThinkPad systems now will save you money on repairs and replacement costs later. Customers similar to yours have saved over 20% on notebook repairs over 3 years and as much as 60% of procurement costs on a notebook replacement program. You can opt for 1, 2, 3 or 4 years coverage for your notebook at the time of purchase.</p> <ul style="list-style-type: none"> <li>Coverage for drops, bumps, spills, electric surges and LCD damage</li> <li>Multiple, unlimited repairs over term of coverage*; single replacement</li> <li>Terms that match your depreciation schedule and planned refresh cycle</li> <li>For multi-country organizations, Accidental Damage Protection must be purchased in the country where the system will reside and be serviced.</li> </ul> <p><b>Onsite and Technician Installation of Customer Replaceable Units</b></p> <p>Some internal system components are categorized as Customer Replaceable Units (CRUs) and are expected to be replaced by your staff. In instances where you may not have technical support staff at every location, lack technical skills or bandwidth, or simply don't want your staff to open up a system and replace CRU parts, Lenovo's Onsite + Technician Installation service will convert all internal components to qualify as Field Replaceable Units (FRUs). An authorized Lenovo technician will be dispatched onsite to install replacement parts. This service is designed to compliment your Onsite Warranty for a comprehensive on-site support solution.</p> <p><b>Keep Your Drive Service</b></p> <p>This is the lowest cost data security strategy you can implement today. Should your hard drives store highly confidential customer data, trade secrets or intellectual property, or simply need to comply with regulatory requirements, Lenovo's Keep Your Drive Services enables you retain your damaged hard drive and replace it with a new one while allowing you to maintain custody of your data at all times. Your damaged hard drive never leaves your site, eliminating the need to track drives during transit and providing the utmost data protection.</p> <p><b>Deployment Services</b></p> <p>Lenovo's Managed Deployment Services are a suite of service offerings designed to address the needs of those customers migrating to new systems and facing rollouts in their organizations. Through this suite of services, Lenovo provides planning, setup, and management of end-to-end custom rollouts and deployments.</p> <p>Lenovo's service program was architected around critical deployment activities – those activities that drive success in quickly and seamlessly integrating into your environment while also presenting those areas where cost control opportunities are available. This optimized approach has been shown, based upon actual Lenovo customer projects, to focus on the tasks often required in a deployment project..</p> <p>For the Basic Installation Services the following scope is provided:</p> <ol style="list-style-type: none"> <li>1) Project Scheduling</li> </ol>		

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	<ul style="list-style-type: none"> <li>Based on project requirements, Lenovo Project Manager (PM) will develop a project schedule with limited Buyer's Supervision.</li> </ul> <ol style="list-style-type: none"> <li>Project Plan <ul style="list-style-type: none"> <li>PM will create and maintain a project plan based on the requirements as provided by the Buyer's PM and project schedule.</li> </ul> </li> <li>Site &amp; End User Surveys <ul style="list-style-type: none"> <li>PM will perform all Site Surveys (used to identify central storage and work areas, etc.) and End-user Surveys (used to validate installation locations, schedule date, current system type, etc.).</li> </ul> </li> <li>Communication &amp; Governance <ul style="list-style-type: none"> <li>Customer and PM will work together to develop communication plans, escalation paths, reporting cadence, etc.</li> </ul> </li> <li>Receiving <ul style="list-style-type: none"> <li>Verification and validation of the receipt of all systems and equipment received, unpackaged, and the condition of all systems and components.</li> </ul> </li> <li>On-site Logistics <ul style="list-style-type: none"> <li>Coordinating site logistics (moving box, elevator, etc), deliver to end-user desk from onsite, customer's centralized staging location to the designated customer location.</li> <li>Removal of packaging material to predetermined area on Customer site at the completion of the system deployment.</li> </ul> </li> <li>Installation <ul style="list-style-type: none"> <li>Install, setup, connect, boot, login and ensure network connectivity of one (1) network printer and two (2) new peripherals (e.g. Docking Station and Monitor).</li> <li>Configure network settings (Dynamic TCP/IP address) and test by connecting to customer's network, up to the log on screen, if applicable.</li> </ul> </li> <li>Asset Reporting <ul style="list-style-type: none"> <li>Verify the receipt and provide a detailed electronic status report when and where installations were completed</li> </ul> </li> </ol> <p>Additional Optional Services:</p> <p>For the Advanced Installation Services, Lenovo can provide the following services to the Basic Scope:</p> <ol style="list-style-type: none"> <li>On-site Additional Peripheral Installation <ul style="list-style-type: none"> <li>Lenovo's technicians will install one (1) approved local peripheral.</li> </ul> </li> <li>On-site Data Migration <ul style="list-style-type: none"> <li>Lenovo's technicians will move up to 5 gigabytes of data residing in the default Operating System (OS) location to the new machine.</li> <li>The end user must provide the required passwords.</li> </ul> </li> <li>On-site Application Load <ul style="list-style-type: none"> <li>Lenovo's technicians will install the following approved applications as required <ol style="list-style-type: none"> <li>MS Office Products (Access, Excel, Outlook, PowerPoint and Word)</li> <li>Corporate Anti-virus (this does not include virus remediation)</li> </ol> </li> <li>The customer will be responsible for all licensing compliance</li> <li>Please note that this service is also available as part of a Factory Service custom image</li> </ul> </li> <li>After-hours Refresh <ul style="list-style-type: none"> <li>Lenovo's technicians will schedule and perform installation activity outside of local 9am to 5pm business hours.</li> </ul> </li> <li>Weekend Refresh <ul style="list-style-type: none"> <li>Lenovo's technicians will schedule and perform installation activity on weekends.</li> </ul> </li> <li>Redeployment</li> </ol>		

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	<ul style="list-style-type: none"> <li>Lenovo's technicians will redeploy existing equipment to another end user's desk in the existing site (physical movement and peripheral reconnection – no software changes).</li> </ul> <p>7) De-installation</p> <ul style="list-style-type: none"> <li>Lenovo's technicians will remove existing equipment on the end user's desk and place it at a designated customer central location.</li> </ul> <p>8) Time and Material - Project Management</p> <ul style="list-style-type: none"> <li>For services that are Out of Scope (PM).</li> </ul> <p>9) Time and Material - On-site Technician/Installer</p> <ul style="list-style-type: none"> <li>For services that are Out of Scope (Technician/Installer).</li> </ul> <p><b>Server and Storage Installation</b></p> <p>With rack integration services from Lenovo, you can eliminate the labor-intensive tasks you must perform each time you install new server and storage devices. By relying on Lenovo technicians to rack and cable your data center products —you'll ensure consistency and high quality, regardless of the size of your deployment.</p> <p>Typical tasks included:</p> <ol style="list-style-type: none"> <li>1) Scheduling and Project Management</li> <li>2) Verify shipment, unpack equipment</li> <li>3) Rack design and layout suggestions</li> <li>4) Inventory check, labeling, and serial number recording</li> <li>5) Professional assembly and rack mounting</li> <li>6) Intra-cabinet cabling as specified</li> <li>7) Fully-documented cable list as required</li> <li>8) Final documentation of layout and cable runs</li> <li>9) Verify connections, power and OS are operational on installed server.</li> <li>10) Obtain sign off from customer on completed work</li> </ol> <p>Other Service Options:</p> <ol style="list-style-type: none"> <li>1) Pre-Warehouse, Staging and Customer schedule delivery Service</li> <li>2) Pre-Configuration and Delivery Service - You can have new server and storage on which the correct image and applications have been loaded. And, much of that work is executed in our configuration center before these systems arrive at your location.</li> <li>3) Unique application installation and equipment configuration</li> </ol> <p><b>Migration</b></p> <p>Lenovo's In-Place Migration (IPM) Solution takes the workload from undermanned IT support groups and provides zero-touch OS migration tools. IPM eliminates the pain points and ensures a fast, consistent, successful migration from Windows® XP to Windows® 7. Users get on the path to productivity with the full Lenovo® Enhanced Experience for Windows® 7 as quickly as possible.</p> <p>This automated migration solution consists of three key components which provide all that you need to assess readiness, schedule migrations, and report on the success of the migration process.</p> <ul style="list-style-type: none"> <li>Software modules for device discovery, hardware and software inventory, software and image distribution, and comprehensive reporting</li> <li>An implementation team armed with the best practices and proven methodologies for migrating PCs to Windows® 7</li> <li>An image creation and delivery service with 20+ years of experience provisioning enterprise images</li> </ul>		



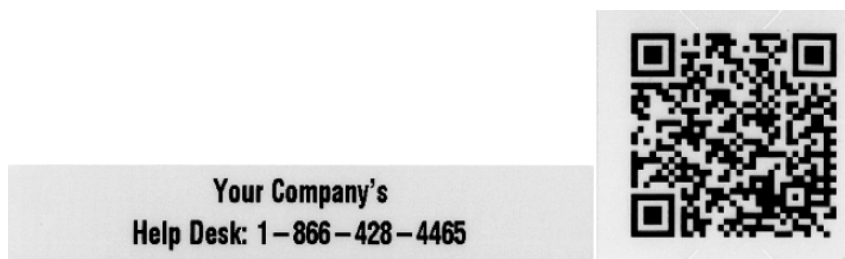
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### Asset Tagging

Lenovo's manufacturing facility allows excellent flexibility with regards to our customer's asset tag requirements. Lenovo will install tamper-proof asset tags made from a durable UL certified polyester material and applied with tamper resistant adhesive onto a customer's PC equipment before it is delivered.

Lenovo asset tags are completely customizable to a customer's individual needs. The asset tags are available in a selection of 9 different labels of various sizes along with UID compliant tags for our government customers. The information on the tags can range from simply an asset number to a more complex tag including company name and logo, serial number, customer purchase order, mac address and a QR code. With our enhanced asset tag service, customers can utilize up to 3 tags on each of their Think Products.

Customers can also elect to have Lenovo add their Unique Asset Tag numbers into the Industry Standard SMBIOS WMI location. A simple visual basic script can be written to retrieve this data to automate customer deployment processes like computer naming and asset registration.



### Asset Tag Reporting

Lenovo is able to provide an asset tag report to our customers. This report contains not only asset information such as warranty expiration date, serial number, custom orderable part number, part description, brand, and asset tag number, but also customer specific order information, for example: order number, customer ship to address, customer name, and shipment dates.


### Asset Tag Process

Once a customer decides to move forward with the Lenovo Asset Tag Service, the first step will be a conversation with a member of our services solution team. This team member will review the asset tag program and gather the customer's requirements for their unique tag or tags. Once all requirements have been gathered, the Lenovo Sales Representative will submit for an Imaging Technology Center (ITC) project to be created and an ITC engineer is assigned. The engineer is responsible for initiating contact with the customer's technical representative and confirming the overall scope of the project. A



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	<p>formal introduction letter will be sent reviewing specific information about the asset tag.</p> <p>The ITC will develop the Asset Tag format and provide placement and asset tag format examples. After customer approval, the asset tag data is released worldwide to manufacturing locations for placement on new hardware orders.</p> <p><b>Imaging Services</b></p> <p>Every Lenovo PC is delivered with a standard image optimized for that hardware. However, individual organizations often have unique needs that require that the standard image be replaced. This need was the genesis for Lenovo's Imaging Technology Centers which enable customers to marry their unique requirements with Lenovo performance engineering and receive a PC with their corporate image installed in the factory. Since 1996, we have been investing in technology and engineers to simplify and drive efficiency into custom image delivery. We have now advanced this capability to not only install your image, but also to capture your advanced configuration needs, substantially reducing the cost and disruption associated with onsite deployment activities.</p> <p>Gartner captures our customer's continually increasing desire to partner with us in image design and delivery as a "Shift Left" strategy. By shifting specialized technical activities, such as image design and delivery, to hardware manufacturers, customers enjoy the economies of scale afforded by Lenovo's ability to invest and refine our capabilities. Where, for most companies, image creating is a periodic event, Lenovo designs, improves, and test images every day. By partnering with Lenovo Image Technology Centers, our customers IT leaders can see their insight into the unique requirements of their organization realized in a custom image with assured quality and reliability. Our ultimate goal is the "touchless" deployment.</p> <p><b>Image Offerings Overview</b></p> <p>There are a variety of services that the Imaging Technology Center (ITC) can perform for you. Imaging Service fees are made available either as one-time fees or on a per machine basis. Available Imaging Services are as follows:</p> <ol style="list-style-type: none"> <li><b>1. Image Load and Preparation for Manufacturing</b> Sometimes, the only difficulty in getting newly transitioned systems out to users quickly lies in the physical placement of the operating system along with drivers and applications on the system. The Custom Load standard service will allow customers to send in their images, complete with the updates and drivers needed to be loaded on their systems in manufacturing.</li> <li><b>2. Image Verification</b> This ITC Service thoroughly tests your custom image to not only ensure that the image boots and gets deployed on systems in manufacturing but will also verify that the hardware will function with the software applications within the image.</li> <li><b>3. Image Migration</b> With the Image Migration standard service the ITC can migrate your current image, equipped with all the network-based applications, to an entirely new system. We can make the appropriate driver and ThinkVantage Technology updates, and perform extended testing of this image to ensure its compatibility with most installed applications.</li> <li><b>4. Image Creation</b> With the Image Creation service the ITC will build a complete imaging solution using customer provided applications. Working closely with the customer, the ITC will identify all imaging requirements and build an image leveraging our Lenovo standard preload to ensure that all of the latest and appropriate drivers for a particular system are applied.</li> <li><b>5. Smart Image</b> With Smart Image Service, we can ensure compatibility with multiple Lenovo-based hardware platforms, enabling hardware independence while also eliminating the need to manage multiple images. Using a modular build process we are able to remove unnecessary drivers or inject</li> </ol>		

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	<p>additional drivers for current or future system builds.</p> <p><b>6. First Boot Services (FBS)</b> Creating and loading an image includes unattended processes that must be completed before a technician or end-user can use a PC. These processes include:</p> <ul style="list-style-type: none"> <li>• Microsoft Sysprep</li> <li>• Driver installation</li> <li>• Common applications that must be installed per PC/User (Antivirus, SCCM, etc)</li> <li>• Encryption of Hard Drive</li> </ul> <p>PC deployment times increase because this initial process must be completed before final configuration of the PC can take place. FBS takes all the unattended first boot processes and pulls the work into Lenovo manufacturing. As a result, you save valuable time, resources and costs in the initial deployment process.</p> <p><b>7. Custom BIOS</b> Customers have the option of customizing each setting in the bios using ITC's Custom BIOS standard service. The ITC will capture custom BIOS requirements as defined by the customer and send a special file to manufacturing so that it can be deployed on systems along with the custom image.</p> <p><b>8. Advanced Deployment Services (ADS)</b> Advanced Deployment Services automates the post image deployment process from within the image. After an image is restored to a system, a great deal of technician time is used to complete configuration of the image including joining a domain, installing user specific applications, and moving user data. ADS can fully automate the image deployment processes so technician's touch time is reduced to a few minutes or to zero.</p> <p><b>9. Data Migration Automation with Advanced Deployment Services</b> The ITC takes the approach of automating the migration process to reduce the technician touch time to a single moment, or eliminating the need for a technician by simplifying the process where an end user can migrate their own data. Using industry standard migration tools and industry leading integration processes, the ITC can fully customize an automated migration solution that adapts to the customer's infrastructure and deployment use cases. Solutions also add the flexibility of migrating data via peer to peer and "in place" methods to remove the need for costly external storage space. Therefore, these scalable migration solutions greatly reduce deployment time, error rate, user downtime and overall deployment cost.</p> <p><b>Asset Recovery &amp; Disposal Services</b> Lenovo is the trusted industry leader for technology recovery, refurbishing and remarketing. Through world-class facilities and processes, Lenovo provides the foundation for sustainable technology, providing enterprises with an economically smart, environmentally friendly and risk-free method for the collecting, recycling and reselling of used technology—so it can continue to benefit others.</p> <p><b>Asset Recovery Service (ARS) Scope</b> Lenovo asset recovery services are available with flexibility to meet your environmental and financial objectives.</p> <p>For a fixed price per asset Lenovo offers:</p> <ul style="list-style-type: none"> <li>• Pack and Pickup equipment at customer location (shipping/logistics billed at actual)</li> <li>• Processing services to receive, test, and prepare equipment for resale</li> <li>• Recycling services to ensure proper disposal for obsolete equipment</li> <li>• Data destruction services to not just format, but to overwrite or destroy data for security</li> <li>• Value recovery services to return value for re-marketable assets</li> </ul>		

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	<ul style="list-style-type: none"> <li>Service delivery management services to provide a single point of contact and reporting</li> <li>Certificates of proper data destruction and environmental processing</li> </ul> <p><b>Point of Sale Asset Recovery Service</b></p> <p>An alternative to the Standard ARS program, Point of Sale ARS, may be purchased at the same time the new system is purchased. The ARS Point of Sale program allows for the payment in advance of the Asset Recovery Service fees (processing and transportation) at the time of the system purchase and gives the user the rights to exercise the ARS for this system at any point up to 5 years from the time of purchase for this system. The customer is also provided access to the Point of Sales ARS Web allowing a view of asset value which allows for informed device end of life process.</p> <p><b>Laser Etching<sup>1</sup></b></p> <p>Lenovo's Laser Etching Service provides a secure, tamper resistant means of identifying your organization's PC assets. Etching Services are fully customizable, meaning you can not only include important contact information such as company name and phone number, but corporate logos as well. Secure your PCs while providing a unique means of promoting your company or brand.</p> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>Laser Etching provides a strong foundation for your asset management program from day one, reducing loss or theft of valuable technology</li> <li>Enables streamlined deployment</li> <li>Etching can be customized to meet the needs of your business, including graphics or text. Include your logo, organization name, phone number...whatever information you need to ensure your assets are protected</li> </ul> 		

<sup>1</sup> Laser Etching is only supported on ThinkPad Products and only in the US and Canada.

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
<p><b>Drop in the Box</b></p> <p>Drop in the Box is a new Lenovo Services allowing customers to insert a custom document for your end users in every box shipped from a Lenovo factory.</p> <ul style="list-style-type: none"> <li>Greet your end users</li> <li>Reduce help center calls</li> <li>Offer instructions on how to get started (up to 20 pages)</li> <li>Available on all Think products</li> <li>Executed in manufacturing</li> </ul> <p>The box is already open in manufacturing. Use this opportunity to send instructions to your end users to get them started with their new Lenovo system.</p> <p><b>Details:</b></p> <ul style="list-style-type: none"> <li>Printed on Laser Printer at 300 DPI resolution</li> <li>Printed in Black / White / Grayscale</li> <li>Printed Single or Double Sided</li> <li>Stapled in the Upper Left Hand Corner</li> <li>One file in one of the following formats: PDF (suggested), Unlocked DOC, DOCX,</li> <li>Standard White Copy Paper (20LB, 92 US Brightness, Acid Free)</li> <li>Paper size: 8 ½ x 11 or A4</li> <li>Max number of pages: 20</li> </ul> <p><b>Training</b></p> <p>Free training from Lenovo may include:</p> <p><b>Field Tech Support Specialist</b></p> <p>Lenovo has Senior Level Field Tech Support Specialists (FTSS) who provide local technical support and consulting for assigned geographies. These resources are consulting and IT architecting senior level professionals certified in numerous aspects of personal computing. The expertise of the local FTSS will be made available to WSCA States and their respective business units by appointment only through the Lenovo PC Sales Specialist where a commitment is made to using Lenovo products.</p> <p><b>Warranty Self-Maintainer Program Training</b></p> <p>Training is also provided through the Lenovo Warranty Self-Maintainer Program for entities who decide to participate.</p> <p>Self-Maintainers are provided self-study web courses, downloadable self-study training materials and all education updates while in the program. Service video course updates are delivered to self-maintainers at <a href="http://lenovoservicetraining.com">lenovoservicetraining.com</a> and from the mobile site <a href="http://frusonfone.com">frusonfone.com</a>.</p> <p><b>YouTube Online Training</b></p> <p>There is also video-based training provided online. For example:</p> <p><b>Lenovo Unboxed: ThinkPad Tablet 2</b></p> <p><a href="http://www.youtube.com/watch?v=LRQzhD3KNVc">http://www.youtube.com/watch?v=LRQzhD3KNVc</a></p>			




C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
<p><b>Follow Up: Lenovo ThinkPad Tablet 2</b>  <a href="http://www.youtube.com/watch?v=kbjfcDsgDFA">http://www.youtube.com/watch?v=kbjfcDsgDFA</a></p>			
5	<p><b>REFERENCES.</b> Submit five (5) examples of current or previous states or other larger governmental entities and/or large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. List any contracts where the responder has been awarded a statewide price agreement for computer equipment by a central purchasing authority. These must be for Contracts that have been in place during the past three years. The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, plus the effective dates of the contract(s). The State reserves the right to contact these entities.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<ul style="list-style-type: none"> <li> <b>UNC Chapel Hill</b>  Name and telephone number of the Contract Administrator, Dave Eckert, <a href="mailto:david_eckert@unc.edu">david_eckert@unc.edu</a>, 919-843-8772  Dollar value of the contract - ~\$5m/year  Effective dates of the contract – 10/18/2006 – Present (initial 4 year contract with 3 options for 2 year extensions) </li> <li> <b>Hawaii DOE</b>  Name and telephone number of the Contract Administrator – Allan Stone, CIO, 808-586-3212  Dollar value of the contract - \$10M annually  Effective dates of the contract - 7/1/2009 </li> <li> <b>State of Wisconsin</b>  Name and telephone number of the Contract Administrator – Zachary Lehman, State of WI/DOA, 608-261-8552  Dollar value of the contract - ~ \$6M annually  Effective dates of the contract - 2011-2014 with two 2 year extensions </li> <li> <b>Ball State University</b>  Name and telephone number of the Contract Administrator – Fawn Gary, Director of Unified Technology Support, 765-285-1427  Dollar value of the contract - ~ \$10M (\$2M annually)  Effective dates of the contract - March 2008-March 2013 </li> <li> <b>University of Notre Dame</b>  Name and telephone number of the Contract Administrator – Daniel Brewer, IT Procurement Specialist, 574-631-9510 </li> </ul>			



C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Dollar value of the contract - ~ \$7M (\$1.7M annually)</p> <p>Effective dates of the contract – June 2013-June 2017</p>		
6	<b>CUSTOMER SATISFACTION.</b> Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p><b>Customer Satisfaction</b></p> <p>Lenovo values our relationship with WSCA/NASPO and places the highest priority on your satisfaction with us. We realize that our success or failure is determined, in great part, on how satisfied you are with their interactions with Lenovo. As such, we have developed and implemented strategies, processes and tools to ensure the most satisfied customers.</p> <p>Our goal is to be recognized as providing the best value to our customers. Our documented strategy covering customer relationships, customer transactions, and problem resolution is described below.</p> <ul style="list-style-type: none"> <li>A sales representative from Lenovo will conduct periodic meetings with WSCA/NASPO (at a mutually agreed upon frequency) where the sole topic is your satisfaction with Lenovo.</li> <li>Your issues and expectations are discussed and documented.</li> <li>Action plans are created jointly between your team and Lenovo to address important issues.</li> <li>Checkpoints are determined to ensure that these issues are addressed as well as to determine if new issues may arise in the future.</li> </ul> <p>This continual dialogue between Lenovo and WSCA/NASPO will provide an opportunity to exceed your expectations and to gain feedback on how we can provide the best value versus other I/T providers.</p> <p>Customers are also occasionally requested to participate in our satisfaction surveys. Conducted by outside vendors, these surveys ask detailed questions about your satisfaction with Lenovo. Lenovo values this feedback and uses it to determine individual and pervasive issues that require action. The Lenovo team acts on any issues identified and will communicate progress and closure back to the customer.</p> <p>Lenovo has a customer survey for WSCA that we send to users quarterly. Please see survey URL: <a href="http://www.surveymonkey.com/s/WSCA-NASPOsurvey">http://www.surveymonkey.com/s/WSCA-NASPOsurvey</a></p> <p><b>Award-Winning Service &amp; Support</b></p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>#1 in Technology Business Research for Desktops (1Q12)</p> <ul style="list-style-type: none"> <li>Phone Support Responsiveness</li> <li>Onsite Response Time</li> <li>HW Reliability</li> </ul> </div> <div style="text-align: center;">  <p>#1 Service &amp; Support Notebooks &amp; Desktops PC Magazine 21<sup>st</sup> Annual Reader Survey</p> </div> </div>			



C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	 <p>Lenovo's ranks #1 of all PC OEMs in customer support <i>Laptop Magazine Editor's Choice</i> 2006 - 2009</p> <p><b>Customer Experience</b></p> <p>In addition to continuing to be the world's fast growing PC manufacturer, Lenovo aspires to provide the industry's best customer experience. With that goal in mind we would like to share with WSCA/NASPO a number of ways Lenovo is investing in Customer Service, including:</p> <ul style="list-style-type: none"> <li>Relocating our North America Customer Call Center from Bangalore, India to Raleigh, NC</li> <li>Offering in-country phone support, in all countries</li> <li>Developing a Customer Experience Team &amp; Task Force, with the goal of understanding and optimizing every point of the user experience</li> <li>Engaging all Lenovo employees in a customer experience initiative, "Do What's Right" so that every Lenovo employee understands the customer experience</li> <li>Opening a US manufacturing and Fulfillment Center in Whitsett, NC</li> </ul> <p><b>The PC industry has at times struggled with customer service and experience. Lenovo does not believe this has to be the case. Lenovo believes that customers deserve a comfort level and great service and support experience.</b> The Lenovo Raleigh Call Center, for example, opened in April and the team now manages more than 1,000 customer interactions per day. In only the first month in operation customer satisfaction rating increased by 25 percent. When working with Lenovo you should expect the highest level of Quality, honest Communication, and a Commitment to meet your solution needs as a partner.</p>		

**D. RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT**

**Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.**

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<b>ORDERING AND PAYMENT PROCESS.</b> The ordering and payment process for Products or Services is to be defined in the Participating Addendum. This process may be unique to each State.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo understands.			
2	<b>SALES SUPPORT TRAINING.</b> Detail how the responder will train sales staff and partners to ensure they are well versed in the terms and conditions of the WSCA-NASPO Master Agreement. Detail a remedy plan for sales staff and partners who do not comply with Master Agreement terms and conditions.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo new hire sales members participate in a six week long training program. As the sales teams are assigned to segments, the training becomes more segment specific. The new hires get a detailed overview of the WSCA contract in the training class. During the six weeks, new hires shadow seasoned sales members on the floor where the new hires get one on one training on the WSCA/NASPO contract. New hires learn the questions to ask, eligible products, how to price/quote according to the WSCA/NASPO contract, which states are eligible for WSCA, and where to look up contract information. They also learn how to use the WSCA/NASPO Lenovo website and how to train and answer end user questions as it pertains to WSCA/NASPO. As other sales reps are transitioned to the public sector, they receive the same one on one training regarding the WSCA/NASPO contract. Employees who fail to comply will be escalated to Sr. management and disciplined according to HR procedural steps including termination if applicable.</p> <p>Partners are trained on the WSCA/NASPO contract individually at the time they are added either as WSCA/NASPO Agents or as WSCA/NASPO Resellers. Sales teams educate the partners through the details of the two programs. Sales teams educate the partners on contract terms, quoting, eligible products, and pricing. For the WSCA Agent program, partners are told how to place the orders and how to position the WSCA/NASPO contract with their customers. For the WSCA Reseller program, partners sign a Lenovo WSCA Reseller agreement stating that they will comply with the terms and conditions of the Master Price Agreement. Partner not complying with the WSCA/NASPO Master Agreement are immediately removed and the State is notified.</p> <p>Lenovo has established written processes to the sales training and the partner training.</p>			
3	<b>CONTRACTING PERSONNEL.</b> Responder must provide contracting personnel to assist states with the completing and processing Participating Addenda. Experience has shown that an adequate number of trained contracting personnel are key to the success of a Master Agreement. Detail how many personnel will be dedicated to provide support to States in securing Participating Addendums with contracting personnel who understand the cooperative purchasing concepts and challenges of signing participating addendums with States who have a variety of additional terms and conditions. Detail how the Contract personnel	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	are chosen and provided training.		
<p>Lenovo will engage our Corporate Legal Staff to assist states and Lenovo personnel with the completion and processing of participating addenda. Lenovo has assigned Joel Legin, Jamie Cox and other legal experts to assist.</p> <p><b><u>Joel Legin</u></b>  <b>Associate General Counsel</b>  <u>Professional Experience Summary:</u>  <i>Lenovo (United States, Inc.)</i>  Consulting Contracts and Negotiations Executive</p> <p>Provide staff support for developing terms and conditions for global contracts in Americas; lead subsequent terms and conditions negotiations; provide guidance on terms and conditions issues during contract performance.</p> <p><b><u>Jamie Cox</u></b>  <b>Assistant General Counsel</b>  <u>Professional Experience Summary:</u>  <i>Lenovo (United States, Inc.)</i></p> <p>Support North American Sales Team, specifically state and local government sector. Provide staff support for developing terms and conditions for state and local public sector proposals; lead subsequent terms and conditions negotiations; provide guidance on terms and conditions issues during contract performance.</p> <p><b><u>Devin Crock</u></b>  <b>Senior Attorney</b>  <u>Professional Experience Summary:</u>  <i>Lenovo (United States, Inc.)</i></p> <p>Provide staff support for developing terms and conditions relating to data privacy, data security and corporate compliance; provide guidance on terms and conditions issues during contract performance.</p> <p><b><u>Kathy O'Neil</u></b>  <i>Lenovo (United States, Inc.)</i>  <b>Contracts Specialist</b>  <u>Professional Experience Summary:</u></p> <ul style="list-style-type: none"> <li>• Sales Enablement Program Manager for Public Sector and Large Enterprise Accounts in North America <ul style="list-style-type: none"> <li>◦ Concentration on contract negotiations for Public Sector and Large Enterprise Contract Agreements in the U.S.</li> </ul> </li> <li>• Fulfillment Assurance and Activation Manager <ul style="list-style-type: none"> <li>◦ Assurance and activation of the "on boarding" of new customers for fulfillment within Lenovo (United States) Inc.</li> </ul> </li> </ul>			

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	<p><b><u>Melissa Maloney</u></b>  <i>Lenovo (United States, Inc.)</i>  <b>Public Sector Sales Director</b>  <u>Professional Experience Summary:</u>  <b>Lenovo (2007 - forward)</b></p> <ul style="list-style-type: none"> <li>• Inside Sales Director, Public Sector</li> <li>• National State and Local Sales Director</li> <li>• Northeast Public Sector Sales Director</li> <li>• Federal Account Executive</li> </ul> <p><b>Dell (2000-2007)</b></p> <ul style="list-style-type: none"> <li>• Regional Sales Manager – Software and Peripherals</li> <li>• Channel Account Executive</li> <li>• Sales Manager</li> <li>• Sales Representative</li> </ul> <p>Responsible for driving sales within Public Sector and Small &amp; Medium Business. Core activities were overall management of customers and sales representative, customer satisfaction and contract negotiations, including vendor contract performance.</p> <p><b><u>Melissa Autrey</u></b>  <i>Lenovo (United States, Inc.)</i>  <b>WSCA/NASPO Program Administrator</b>  <u>Professional Experience Summary:</u>  <b>Lenovo (May 2005 – forward)</b></p> <ul style="list-style-type: none"> <li>• WSCA/NASPO Program Administrator (November 2010 - Current)</li> <li>• Influencer Programs Administrator (November 2010 - Current)</li> <li>• Inside Sales Support Representative</li> <li>• ICO Account Relationship Representative</li> </ul> <p><b>IBM Corporation (2000 - 2005)</b></p> <ul style="list-style-type: none"> <li>• Organization Control Desk</li> <li>• Advisory Customer Fulfillment Professional</li> </ul> <p>Responsible for administering the WSCA/NASPO contract. Core activities include coordination and execution of monthly/quarterly reporting and fee payments, sales team training, website updates and compliance, assistance new states with WSCA/NASPO participating addendums for Lenovo, and ensure Lenovo compliance to WSCA/NASPO contract terms. Previous WSCA/NASPO Program Manger provided detailed process instructions and hands on training for several weeks prior to transition.</p> <p>Other personnel involved with the contracting process will be various Regional Sales Executives and/or Sales Managers who support an individual state. These individuals are seasoned sales professionals with a myriad of experiences related to overall sales, requests for proposals and other contract experience in the public sector arena. As is Lenovo's standard practice, Lenovo employees refer to Lenovo's legal counsel for legal matters outside of their scope of responsibility.</p>		

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4	<p><b>PRIMARY ACCOUNT REPRESENTATIVE.</b> Responders must provide a Primary Account Representative to work with the WSCA-NASPO Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from WSCA-NASPO Master Agreement Administrator and Participating State. Detail how the account representative is chosen and provided training.</p> <table border="1"> <tr> <td>NAME:</td> <td>Melissa Autrey</td> </tr> <tr> <td>TELEPHONE #:</td> <td>919-294-0609</td> </tr> <tr> <td>EMAIL ADDRESS:</td> <td>mautrey@lenovo.com</td> </tr> </table>	NAME:	Melissa Autrey	TELEPHONE #:	919-294-0609	EMAIL ADDRESS:	mautrey@lenovo.com	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
NAME:	Melissa Autrey								
TELEPHONE #:	919-294-0609								
EMAIL ADDRESS:	mautrey@lenovo.com								
<p>Melissa Maloney of Lenovo (United States), Inc. is empowered and authorized to execute contracts on behalf of the Company. Melissa Maloney has covered WSCA/NASPO for 5 years and been involved in Public Sector technology for 13 years. For day-to-day activities, Melissa Autrey has been the lead project administrator for WSCA/NASPO since November 2010 and will continue to perform these duties going forward.</p> <p><b>Melissa Maloney</b> Public Sector Sales Director Lenovo (United States) Inc 1009 Think Place Morrisville, NC 27560 (919) 257-5030 <a href="mailto:mmaloney@lenovo.com">mmaloney@lenovo.com</a></p> <p><b>Melissa Autrey</b> Project Administrator WSCA/NASPO 1009 Think Place Morrisville, NC 27560 (919) 294-0609 <a href="mailto:mautrey@lenovo.com">mautrey@lenovo.com</a></p> <p><b>Primary Account Representative Selection/Training</b> Melissa has experience in a wide variety of roles, such as organizational reporting control desk, inside sales support representative, and customer fulfillment professional. All of these positions provide both Lenovo and WSCA/NASPO with skills and experiences that can help improve the execution of the overall WSCA/NASPO contract. Melissa has been responsible for the duties and responsibilities as the WSCA/NASPO Contact Administrator since November 2010. She had in-depth on the job training with the previous WSCA/NASPO Program Manager Gerolynn Martin. Gerolynn provided detailed process instructions as well as hands on training during the transition.</p>									
5	<p><b>COMPLAINT RESOLUTION.</b> Responders must thoroughly describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						
<p><b>Call Center Problem Escalation Process</b> The Customer Support Center will open a trouble record for all calls. Each trouble record is assigned an</p>									

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>appropriate severity level, problem type, problem tracking number and documents all activity that occurs. Escalation may also include the assignment of additional resources to expedite resolution.</p> <p>Problem severity levels and the criteria for their assignment and escalation are established as part of Lenovo's problem management process. Generally, problems are assigned one of the four severity codes outlined below, depending on the machine type and impact on customer operations. The level of severity is usually determined jointly between Lenovo and the user:</p> <p><b>Severity Level 1</b> is defined as highest priority, an equipment outage presenting severe impact on the customer's business; a problem that causes loss of use.</p> <p><b>Severity Level 2</b> is defined as high priority, a serious problem where service is partially interrupted or impaired and cannot be circumvented.</p> <p><b>Severity Level 3</b> is defined as medium to low priority has modest impact on production; an alternate solution can be arranged.</p> <p><b>Severity Level 4</b> is defined as the lowest priority having no significant impact on production. Preventive maintenance would be included in this category of service request.</p> <p>The progress made on problems with lower severity levels (1 and 2) will be monitored using the problem management process.</p> <p>If a satisfactory resolution does not occur, a higher severity level may be assigned. Problems that have been assigned Severity Level 1 which have not been resolved within the time period agreed upon by WSCA/NASPO and Lenovo will be escalated automatically. These critical business problems are escalated using a process known as SEV1 Alerts or "Crit Sit" (critical situation). Typically, this involves the notification of the Critical Situation Project Office in Raleigh, North Carolina who assigns a Problem Owner responsible for directing Lenovo resources from across the country, as well as OEM (Original Equipment Manufacturer) resources from other HW/SW vendors, if applicable, to resolve the issue.</p> <p>If at any time, WSCA/NASPO feels sufficient attention is not being given to a specific incident or that sufficient progress towards resolution is not being made, WSCA/NASPO may initiate an escalation request.</p> <p>Lenovo is dedicated to maintaining a high degree of customer satisfaction. Key to this is a proactive approach to potential problems. However, when problems do occur we have well documented processes to assign the resource(s) necessary to quickly and accurately resolve customer problems.</p> <p><u>Standard Hardware Support 1-800-426-7378 or</u></p> <p>The support organization's goal is to ensure customer satisfaction by:</p> <ul style="list-style-type: none"> <li>• Responding to your calls within targeted guidelines</li> <li>• Providing ongoing communication regarding your problem status through problem resolution</li> <li>• Taking ownership of your call for support</li> <li>• Providing a defined escalation process when management assistance is needed</li> <li>• Maintaining our commitment to continuous improvement of our service processes</li> </ul> <p>Lenovo support gives you the ability to ask hardware related questions as well as make defect inquiries about eligible products. You have the option of voice (1-800-426-7378 / 866-856-9898 (Iomega products) or electronic access (<a href="http://support.lenovo.com">support.lenovo.com</a>) for ThinkPad, ThinkCentre, ThinkServer &amp; ThinkCentre systems to a team of technical specialists. Lenovo enables you to reduce your own research time, increase productivity, and concentrate more on your core business. Support is available 24 hours per day, 7 days per week, 365 days per year. 24 x 7 support for Storage products require the purchase and registration of</p>		



D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>a Service Plan.</p> <p>For all eligible products, we can help you with:</p> <ul style="list-style-type: none"> <li>• General Support: <ul style="list-style-type: none"> <li>◦ Product compatibility and interoperability questions</li> <li>◦ Interpretation of product documentation</li> <li>◦ Diagnostic information reviews to help isolate the cause of a problem</li> <li>◦ Defect Support</li> </ul> </li> <li>• Electronic Support: <ul style="list-style-type: none"> <li>◦ Submit problems and get answers electronically</li> <li>◦ View screens remotely</li> <li>◦ View open problems that have been submitted</li> </ul> </li> <li>• Email Support (Storage Products) <ul style="list-style-type: none"> <li>◦ Submit problems and get answers via email</li> </ul> </li> </ul> <p>Lenovo has clearly defined escalation paths to address:</p> <ul style="list-style-type: none"> <li>• Service Issues</li> <li>• Customer Satisfaction Issues</li> <li>• Billing and Ordering Support</li> </ul> <p>Lenovo's dedicated sales and support team is the first level of contact for any agency issue with Lenovo. The Program/Contract Administrator, Melissa Autrey, is the Single Point of Contact for WSCA. It is the responsibility of the Program/Contract Administrator to engage the appropriate internal Lenovo escalation process so that all issues are identified, documented and resolved.</p> <p>Although the Administrator is the single point of contact, the State may contact any member of the Lenovo executive management team at any time to assist them with their needs. Listed below is the customer satisfaction hierarchy for the State:</p> <ol style="list-style-type: none"> <li>1. Melissa Maloney, Public Sector Sales Director</li> <li>2. Jason Mooneyham, Executive Director of Public Sector Sales</li> <li>3. Tom Looney, Vice President North America Relationship Sales</li> <li>4. Jay Parker, President, Lenovo North America</li> </ol> <p>Customer satisfaction is critical to Lenovo. In addition hierarchical path listed above, Lenovo's Customer Relationship Management team serves as an additional resource for the State to address complaints. The Contract Administrator engages the CRM team, requesting a Resolution Owner, to assist in resolving complaints as quickly as possible. The Resolution Owners goal is to contact the State within one (1) business hours of notification by the Contract Administrator of a complaint. Once engaged, the Resolution Owner has the ability to engage any level of Lenovo executive anywhere within the company to resolve the complaint. It is the goal of the Resolution Owner to resolve a complaint as expeditiously as possible on behalf of the customer.</p> <p>The Resolution Owner owns escalating the issue through the appropriate channels, including management, within Lenovo to obtain resolution. This process ensures that the State has a high level</p>		

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	<p>Lenovo resource is working on its behalf to resolve any issue.</p> <p>Lenovo's escalation process, documented above, also includes access to Lenovo's Project Office. The Project Office has a single responsibility: identify, manage and resolve systemic issues that may occur with Lenovo products and/or processes at a minimum of inconvenience and cost to the State as possible.</p> <p>An example of this was the Lenovo battery recall which occurred in 2006. The Project Office dedicated a Project Manager who, in turn, managed the identification of the impacted ThinkPad notebooks throughout the state, secured supply of replacement batteries by agency, shipped the batteries to each agency and collected then recycled the recalled batteries, all at no cost to the State.</p> <p>Management Hierarchy: The Lenovo Regional Sales Executive has full authority to resolve all issues that may arise for the WSCA/NASPO. The Lenovo Contract Administrator functionally reports to the Public Sector Sales Director: Melissa Maloney.</p> <p>In the event there is an issue with your order or invoice, Lenovo telephone support for ordering or billing inquiries is available by calling 1-866-428-4465. This telephone number can assist you with order status, returns, replacement product or help address other issues you may have.</p>								
6	<p><b>REPORTING.</b> Describe how Contract Vendor adheres to reporting requirements as stated in the Terms and Conditions and ensure accurate reporting to each State. The goals of reporting include:</p> <ol style="list-style-type: none"> <li>1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities</li> <li>2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities</li> </ol> <p>Participating States may require additional reporting requirements and will address through their Participating Addendum. Responders must identify below a primary contact responsible for providing the mandatory usage reports</p> <table border="1"> <tr> <td>NAME:</td> <td>Melissa Autrey</td> </tr> <tr> <td>TELEPHONE #:</td> <td>919-294-0609</td> </tr> <tr> <td>EMAIL ADDRESS:</td> <td>mautrey@lenovo.com</td> </tr> </table>	NAME:	Melissa Autrey	TELEPHONE #:	919-294-0609	EMAIL ADDRESS:	mautrey@lenovo.com	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
NAME:	Melissa Autrey								
TELEPHONE #:	919-294-0609								
EMAIL ADDRESS:	mautrey@lenovo.com								
<p>Lenovo will provide quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool no later than 20 days following the end of the calendar quarter. Sales will be reported as cumulative totals by state.</p> <p>Lenovo will provide the WSCA/NASPO Contract Administrator with monthly detailed sales data report for all sales under Participating Addenda executed under this Master Agreement in excel format. The following data fields will be included at a minimum, unless other fields are otherwise agreed-to between Lenovo and WSCA/NASPO.</p> <ul style="list-style-type: none"> <li>• WSCA/NASPO Contract Number</li> <li>• State</li> <li>• Entity/customer type</li> <li>• Purchasing Entity name</li> <li>• Purchasing Entity bill-to</li> </ul>									

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	<ul style="list-style-type: none"> <li>Purchasing Entity ship-to locations</li> <li>Purchasing Entity and Contract Vendor Purchase Order identifier/number(s)</li> <li>Purchasing Entity Purchase Order (PO) Number</li> <li>Customer Number</li> <li>Purchase Order Type</li> <li>Purchase Order date</li> <li>Ship Date</li> <li>Invoice Date</li> <li>Invoice Number</li> <li>Product Code</li> <li>Description</li> <li>Unit Price</li> <li>Quantity</li> <li>Total Sales</li> <li>Calculated Admin Fee (when applicable)</li> </ul> <p>Lenovo agrees to provide utilization reports to requesting WSCA/NASPO state entities using the same format, data fields and timeframes as the overall WSCA/NASPO utilization report if requested by the Purchasing entity(ies). These reports will be sent by Lenovo, electronically, via email to the specific Purchasing entities who have requested them.</p> <p>Lenovo will consider other data and report formats for the Purchasing entity utilization reports as long as the specific request can be accommodated within the requested timeframe and the data elements are available within Lenovo's systems.</p>		
7	<b>COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE.</b> Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Provide updated releases of licenses originally purchased through the entire contract term if applicable. Provide details regarding operating system and maintenance updates on products sold and detail process to communicate updates to users.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo will not be providing licensing on the WSCA Contract. The only Software Lenovo would sell on this contract is the Operating System that ships pre-loaded on Lenovo Desktops, Laptops, Tablets, Workstations or Servers.			
8	<b>WEBSITE.</b> Describe commitment to maintaining a website in adherence to the items provided below. Contract Vendors shall develop and maintain a URL to a web site specific to the awarded Master Agreement that MAY provide: <ul style="list-style-type: none"> <li>Copy of Solicitation &amp; Response</li> <li>Signed Master Agreement</li> <li>Signed Participating Addendums</li> <li>Designated Baseline price list (MSRP, List,</li> </ul>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>Education)</p> <ul style="list-style-type: none"> <li>• Product and Service Schedule (PSS)</li> <li>• Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,</li> <li>• Online ordering capability with the ability to remember multiple ship to locations if applicable to product</li> <li>• Service options, service agreements</li> <li>• Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns</li> <li>• Sales representatives for participating entities</li> <li>• Purchase order tracking</li> <li>• Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.</li> <li>• Information on accessibility and accessible products</li> </ul> <p>If elements of the website require a secure log-in, Responder to provide listing of item that would require a secure sign-in option e.g. reprinting of invoices, or purchase order tracking.</p> <p>THE REQUESTED WCAG VPAT APPLIES TO THE RESPONDER'S WEBSITE TO BE OFFERED UNDER THE CONTRACT. Responder to provide completed VPAT forms found in the FORMS section of the RFP.</p> <p>The Master Agreement website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State</p> <p>Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes.</p> <p>Describe commitment to maintaining a website in adherence to the above requirements.</p>		
<p>We can support B2B catalog access through SciQuest. Lenovo would suggest SciQuest apply the same code change to send extrinsic "CatalogView" in their punchout request to provide catalog access to each</p>			

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<p>site under WSCA.</p> <p>The inside sales rep would be responsible for reprinting of invoices.</p>			
9	<p><b>EMARKETCENTER.</b> The Contractor agrees to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Review the eMarket Center requirements provided on next page and confirm adherence.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p>Lenovo can support SciQuest and the eMarket Center requirements.</p>			
10	<p><b>IMPLEMENTATION PLAN AND MARKETING METHODOLOGY.</b> Describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Include sample rollout and follow-up marketing materials with their proposals. Responders are reminded that once a statewide participating addendum is in place, nearly every governmental entity, public school and university within the state may use the Contract Vendor's Master Agreement.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<p><b>Lenovo Sales and Marketing Plan</b></p> <p>Lenovo has developed a comprehensive Marketing Plan and rollout schedule for our WSCA/NASPO contract award, with the objective being to create awareness of the contract and its contents among the various potential users of the contract.</p> <p>The plan will include the following marketing materials &amp; contact strategy:</p> <ul style="list-style-type: none"> <li>• WSCA State(s) Electronic Marketing Campaign – Consistent &amp; timely communications</li> <li>• Telephone and direct contact with public sector executives and potential end users</li> <li>• Media placements to promote Lenovo &amp; WSCA relationship</li> <li>• Ongoing contact from assigned client representatives and product specialists.</li> <li>• Ongoing updates to our business partners for co-marketing to the WSCA/NASPO states</li> </ul> <p>The following describes details of our Sales and Marketing Plan rollout schedule:</p> <p><b>Rollout Plan</b></p> <p>Lenovo envisions a multi-stage rollout program to generate awareness and drive utilization of the WSCA/NASPO contract. The program will coordinate efforts of Lenovo's Direct Marketing, Inside Sales, and local Account Executives.</p> <p>To be successful, a rollout program will contain the following components:</p> <ul style="list-style-type: none"> <li>• An email marketing blast will be developed and sent to all State Purchasing Director's in the United States where contact information is available. The purpose of this mailing would be to announce the award of the WSCA/NASPO contract to Lenovo. This package would include general information, how to sign up under the WSCA/NASPO contract, Lenovo contact information, Lenovo web site information and a flyer highlighting the Lenovo WSCA/NASPO offerings. In addition, Lenovo would highlight its new Public Sector portal, dedicated to showing potential customers how Lenovo is committed to the Public Sector and Education space.</li> </ul>			

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	<ul style="list-style-type: none"> <li>Lenovo will continue to add business partners to State WSCA contracts, as states allow, in order to grow WSCA sales and awareness.</li> <li>Lenovo Account Executives in these states are part of our government and education industry teams and are specifically tasked to market to these customers. They have specific industry knowledge and established relationships at all levels within their sector. These Account Executives will also be making contact with appropriate State officials responsible for finalizing the Lenovo WSCA/NASPO contract (as well as following up on inquiries from the initial Purchasing Director's mailing). In addition, Account Executives will also proactively seek WSCA contract opportunities in Non-WSCA states and pursue addition to Contract in current WSCA/NASPO States.</li> <li>After a State has finalized their Participating Addendum, Lenovo marketing will add the state to our New State WSCA email campaign, notifying the customers within that particular State announcing the contract. This email campaign will educate customers about the contract, Lenovo product content and point the customers to the Lenovo web site for specific product pricing and information about order processing etc. Along with email campaigns, the Lenovo inside sales team will also support this activity with an intensive customer phone contact campaign.</li> </ul> <p><b>Marketing Plans</b></p> <p>Lenovo will execute a comprehensive marketing plan to continue to create awareness and drive utilization of the WSCA contract. The program will coordinate efforts of Lenovo's Direct Marketing, Inside Sales, and specific Industry marketing plans.</p> <ul style="list-style-type: none"> <li>On a Semi-Annual basis, Lenovo will send email updates to customers participating under the Lenovo WSCA/NASPO contract; highlighting refreshed PSP Configuration (for PSP states) pricing as well as continued awareness and new offerings/pricing with the overall mission of driving to the Lenovo/WSCA web site for complete offerings, promotions and appropriate Public Sector information. In addition, Account Executives will drive State by State conference calls/webinars with State WSCA/NASPO officials to help drive awareness of the contract and what Lenovo can do to assist in that effort.</li> <li>Lenovo's Inside Sales Client Representatives have established ongoing relationships with State and Local Government and Education customers. These Client Representatives will be calling their customers and promoting the Lenovo WSCA/NASPO contract on a continual basis.</li> <li>Lenovo continues to support States specific events and select government industry events that provide appropriate exposure for Lenovo products on WSCA/NASPO contract annually. We would have a booth highlighting our products and information specific to the WSCA/NASPO contract.</li> <li>Lenovo plans on showcasing specific states with online banner ads, including reference to a customer success story if available. Lenovo WSCA/NASPO information would also be included in key magazines and web sites that specifically target the K-12, Higher Ed or State and Local government markets.</li> <li>Lenovo will also market Lenovo's award of the WSCA/NASPO contract to our public sector oriented business partners within the approved states. We will post information regarding the contract on our business partner portal and plan a quarterly training session as to how the contract works and how business partners can participate as Lenovo's reseller "agent", i.e. the business partners will assist Lenovo with selling into the specific public sector entity, however the end user must make all purchases directly via Lenovo and not the business partner.</li> </ul> <p>Please see "<b>Appendix B – Implementation Plan and Marketing Methodology</b>" (screenshot below)</p>		



<b>D</b>	<b>RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT</b>	<b>M = MANDATORY</b>	<b>MEETS UNDERSTAND &amp; WILL COMPLY?</b>
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Description of the Methodology Proposed (mailings, meetings, seminars, press releases, personal contacts)	Estimated Dates	Location	Tasks to be Performed	Timeframe for the completion of each task	Sample Web Link
State Nurture - Welcome Touches (3X)	Quarterly	All WSCA States	Email Push to State Contacts * Advertise PSPs	New contacts receive emails once loaded into Eloqua DB - Monthly Updates	eMail #1 eMail #2 eMail #3 - In development
State Landing Pages	Ongoing	WSCA State	Landing Pages for email/Products and PSPs for participating states	Ongoing updates as needed	<a href="http://forms.lenovo.com/content/Florida">http://forms.lenovo.com/content/Florida</a>
State and Local Events - WSCA States	Quarterly	State Capitals	Booth or Attendance Participation	See tab: 2014 Events Schedule	See "2014 Events Schedule" tab
Rep F2F Meetings with State Contacts	Quarterly	Multi-State	Sales Rep account planning	Ongoing	<a href="http://www.lenovo.com/us/en/findarep/SLG/slsgovernment.pdf">http://www.lenovo.com/us/en/findarep/SLG/slsgovernment.pdf</a>
Inside Sales Rep calling campaign	Quarterly	Multi-State	Sales Rep account planning	Ongoing	<a href="http://www.lenovo.com/us/en/findarep/SLG/slsgovernment.pdf">http://www.lenovo.com/us/en/findarep/SLG/slsgovernment.pdf</a>
Marketing Media Placements - GOV Pubs	Quarterly	TBD	Create Schedule w/ Publications	Quarterly schedule for Pubs placement/timing to be closed 1 quarter in advanced of schedule	Media Schedule being developed for 2014
Marketing Media Placements - GOV online Pubs	Quarterly	TBD	Create Schedule w/ Publications	Quarterly schedule for Pubs placement/timing to be closed 1 quarter in advanced of schedule	Media Schedule being developed for 2014

11	<p><b>ECOMMERCE.</b> Thoroughly describe the ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card. The ability to provide electronic funds transfer and/or a seamless electronic interface to governmental accounting systems should be thoroughly described.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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We will continue to provide the WSCA/NASPO website that we have in place today (see general Web Portal information below). Lenovo can provide WSCA the ability to remit payment for invoices through Electronic Funds Transfer (EFT) or purchases through the Lenovo website by credit card.

**WSCA/NASPO Web Portal**

Lenovo has the ability to create a web portal designed specifically for our US direct accounts; each portal offers a range of products, services, tools and support chosen specifically to meet your requirements. The Lenovo web portal allows customers the flexibility to decide what registration and authorization levels are right for your organization's users. For each individual user ID and password, one of three access levels can be assigned:

- Browser** – Allows view-only access to your customized catalog.
- Builder** – Allows users to view your customized catalog and build orders.
- Approver** – Allows pre-qualified users to place orders and approve orders created by builders.

Once a user is registered, the access level may be changed at any time by contacting your Lenovo inside sales representative. Each user may change his/her profile information freely, including password reset and retrieval.

Lenovo will provide a 24x7 online ordering portal specifically for WSCA/NASPO purchases. The selected standard configurations will be displayed prominently on the website home page, and will also offer customization of internal components on non-image models. In addition to WSCA/NASPO standards, Lenovo website users will have access to Lenovo's full product catalog - or any subset thereof as designated by the customer - at negotiated pricing. The Lenovo websites support credit card, procurement card, and net 30 purchase methods, and may be limited to one or two methods as needed.

The Lenovo website allows users to create and place orders, quotes, and save carts for future use. It also provides a link to our order history tool called Order Visibility Portal (OVP). The OVP tool provides comprehensive order information, customizable searches, and downloads. OVP users can create, save, and repeat custom reports, and can also schedule delivery of this information on a repeat basis.

In addition to your procurement website, Lenovo offers an eSupport site is available 24x7 and provides product knowledge in the form of hints, tips and FAQ's. You can check whether the product is in or out of warranty, get the phone number to our Call Center and view the most up-to-date product information.

Warranty Lookup - This enhancement to our website gives you the ability to determine whether or not your products are in or out of warranty. It will also display the expiration date of the warranty.

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	<a href="http://support.lenovo.com/en_US/">http://support.lenovo.com/en_US/</a> . Technical support, bug fix, and driver download information is provided by <a href="http://support.lenovo.com/en_US/">http://support.lenovo.com/en_US/</a> , and is easily accessed through the customized WCSA/NASPO website. Product warranty information is provided by <a href="http://www.lenovo.com/warranty">www.lenovo.com/warranty</a> , and may also be accessed from the customized WCSA/NASPO website.		
12	<b>EMPLOYEE PURCHASE PROGRAM:</b> Employee purchase programs are within the scope of this procurement. If provided for by an Entity's Participating Addendum, the Contractor may offer discounted products, within the scope of the contract, to employees of that WCSA participating entity as Individual Liable (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Device (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	<p>Yes, Lenovo is happy to support an EPP site for employees of WCSA participating entities. Lenovo's Affinity Program is a great way for your organization to take advantage of great discounts on the full line of PC products, accessories and options directly from Lenovo at discounted prices. These discounts cover Lenovo's entire product line including the best engineered award-winning ThinkPad notebooks. As a valued Affinity participant you are entitled to receive discounts above and beyond the lenovo.com price. Moreover, Affinity customers will frequently receive special eCoupon offers providing a greater discount</p> <p><b>Communication Platforms</b></p> <p>Lenovo works to utilize the strong internal marketing engines of organizations to communicate the Lenovo Affinity benefits to Employees, Students and/or Members such as e-mail and magazine publications</p> <p><b>Support</b></p> <ul style="list-style-type: none"> <li>• Direct access to Lenovo's skilled and trained Sales Specialists</li> <li>• Dedicated toll-free telephone number and website with unique URL</li> <li>• Dedicated supply team committed to ship orders</li> <li>• 24x7x365 Technical support available for all customers</li> </ul> <p><b>Additional Benefits</b></p> <ul style="list-style-type: none"> <li>• Configure To Order (CTO) products</li> <li>• Plethora of options and accessories</li> <li>• Automatic removal of constrained and/or discontinued components</li> <li>• Most up-to-date portfolio of products</li> <li>• Multiple methods of payment</li> <li>• 21 day price protection &amp; Best Price Guarantee</li> <li>• Lenovo Logo for use on intranet site</li> <li>• Program announcement materials</li> </ul>		

## EMARKETCENTER REQUIREMENTS

In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

### Supplier's Interface with the eMarket Center

There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

At a minimum, the Contractor agrees to the following:

1. **Implementation Timeline:** WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
2. **Definition of Hosted and Punchout:** WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
  - a. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data quarterly to the eMarket Center for Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
  - b. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Contract Administrator stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
3. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

- a. Updated pricing files are required by the 1<sup>st</sup> of the month and shall go into effect in the eMarket Center on the 1<sup>st</sup> day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
  - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
4. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 800-233-1121.
5. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
  - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
  - b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
  - c. The Catalog must include a Lead State contract identification number; and
  - d. The Catalog must include detailed product line item descriptions; and
  - e. The Catalog must include pictures when possible; and
  - f. The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements.\*
6. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML.
  - a. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
7. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
8. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.
9. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the WSCA-NASPO Contract Administrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

\* Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

**Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.**

## Section 4: Please see Cost Proposal

### Lenovo Response:

Lenovo's cost proposal has been provided in a separate sealed envelope as requested.



## SECTION 5: EVALUATION PROCESS

**Except at the invitation of the Master Agreement Administrator, no activity or comments from responders regarding this RFP shall be discussed with any of the sourcing team during the solicitation and the evaluation of the responses. A responder who contacts a sourcing team member may, as a result, have its response rejected.**

Non-selection of any response will mean that either another response was determined to be more advantageous to the Lead State or that the Lead State exercised its right to reject all responses. At its discretion, the Lead State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the Lead State may request that a responder provide explicit written clarification to any part of its response.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the Lead State having completed negotiating the Master Agreement with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

If only one response is submitted to the solicitation, the Lead State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the Lead State's best interest.

Per the contract terms and conditions: Notwithstanding anything to the contrary, the Lead State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the Lead State deems it necessary and desirable; and
- f. Suspend and/or terminate negotiations for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- g. Eliminate an item from consideration from all responses.
- h. Enter the highest price item of all responses received when an item has not been provided by a responder.
- i. Request additional pricing items for consideration.
- j. Clarify pricing responses with responder(s).
- k. Include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation.

Preferences and prompt pay discount will be applied when evaluating cost as detailed in the Terms and Conditions or as otherwise specified in the solicitation

## PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

**Phase I** - Review and select responsive, compliant responses

**Phase II** - Evaluate responses

**Phase III** - Select finalists

**Phase IV** - Sign Master Agreements

**Phase I - Review and Select Responsive, Compliant Responses.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The Lead State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

**Phase II - Evaluate Responses.** Only those responses found to be responsive under Phase I will be considered in Phase II. The Lead State may request clarification from one or more responders. The responses must be made in writing as the Lead State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the Lead State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

### Responses will be rated as follows:

Acceptance of Terms & Conditions	50	Points
Accessibility	50	Points
Environmental	50	Points
Qualifications	75	Points
Business	125	Points
Customer Support	150	Points
Cost Component	500	Points
<b>TOTAL</b>	<b>1000</b>	<b>Points</b>

As indicated above, points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

**Phase III - Select Finalists.** Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The Lead State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The Lead State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.

The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make recommendations on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and provided to the WSCA-NASPO Management Board for approval.

**Phase IV.** Sign Master Agreement with Awarded Vendor.

**Lenovo Response:**

Lenovo has read, understands and will comply with this section.

## SECTION 6: ATTACHMENTS

### A. Participating States Terms & Conditions

#### Lenovo Response:

Lenovo will negotiate the additional terms for participating states separately upon contract award.

### B. Model Participating Addendum

### C. Model Master Agreement

### D. Action Request Form Sample

### E. Product and Service Schedule Sample

### F. Bulk/Volume Pricing Examples

### G. Detail Sales Report Template

### H. Price Workbooks

#### Lenovo Response:

Lenovo has read, understands and will comply with this section.

## Appendix A – Signed Addendums



Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

## SOLICITATION ADDENDUM

Addendum No.: 1 Date of Addendum: October 30, 2013  
Due Date, Time: November 18, 2013 3:00 p.m. Revised Date, Time: n/a  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

#### **An Addendum is forthcoming and will be issued to:**

1. Provide answers to questions submitted by the October 7<sup>th</sup> deadline.
2. Provide the pricing workbooks in excel format.
3. Extend the due date.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12-13-13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive





Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
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## SOLICITATION ADDENDUM

Addendum No.: 2 Date of Addendum: November 7, 2013  
November 18, 2013  
Due Date, Time: 3:00 p.m. CT Revised Date, Time: December 6, 2013 3:00 p.m. CT  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets,  
Servers, Storage and Ruggedized Devices including  
Title: Related Peripherals & Services)

### SCOPE OF ADDENDUM

**The purpose of this addendum is to:**

1. Extend the due date and time to December 6, 2013 at 3:00 p.m. CT

**Additional Addendums are forthcoming and will be issued to:**

1. Provide responses to questions submitted by the October 7<sup>th</sup> deadline.
2. Provide the RFP document detailing revisions.
3. Provide the pricing workbooks in Excel format.
4. Allow an additional time period for questions regarding the State's responses to questions received.
5. Allow an additional time period for questions in regards to the pricing workbooks provided in Excel format.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12-13-13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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## SOLICITATION ADDENDUM

Addendum No.: 3 Date of Addendum: November 15, 2013  
Due Date, Time: December 6, 2013 3:00 p.m. CT Revised Date, Time: December 11, 2013 3:00 p.m. CT  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

**The purpose of this addendum is to:**

1. Provide RESPONSES to questions submitted by the October 7<sup>th</sup> deadline.  
Click to download: [MN WSCA-NASPO COMPUTER RESPONSES](#)
2. Provide the revised RFP document. This provides revisions to the RFP and replaces in full the RFP posted 09/16/13.  
Click to download:
  - a. [REDLINED MN-WSCA-NASPO Computer RFP - 2013 1115 ADDENDUM 3](#)
  - b. [WSCA-NASPO Computer RFP - 2013 1115](#)
3. Provide the pricing workbooks in Excel format. Click to download:  
[Band 1 - Desktop Price Workbook](#)  
[Band 2 - Laptop Price Workbook](#)  
[Band 3 - Tablet Price Workbook](#)  
[Band 4 - Server Price Workbook](#)  
[Band 5 - Storage Price Workbook](#)  
[Band 6 - Ruggedized Price Workbook](#)
4. Questions and request for clarifications are due November 22, 2013 2:00 P.M. Central Time.  
See below for detail on questions allowed:
  - a. Questions regarding the responses provided in Item 1 above.
  - b. Questions regarding the pricing workbooks provided in Item 3 above.

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12-13-13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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112 Administration Building  
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## SOLICITATION ADDENDUM

Addendum No.: 4 Date of Addendum: December 3, 2013  
Due Date, Time: December 11, 2013 3:00 p.m. CT Revised Date, Time: December 18, 2013 3:00 p.m. CT  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date to December 18, 2013 3:00 p.m. CT
2. Updated Pricing Workbooks for all bands will be provided in a separate addendum.
3. Responses to questions submitted by November 22, 2013 will be provided in a separate addendum.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12-13-13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive





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## SOLICITATION ADDENDUM

Addendum No.: 5 Date of Addendum: December 11, 2013  
Due Date, Time: December 18, 2013 3:00 p.m. CT Revised Date, Time: January 7, 2014 3:00 p.m. C.T.  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date to January 7, 2014.
2. Provide RESPONSES to questions submitted by November 22, 2013 – click to download:  
[http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add5\\_2013\\_1211qa.pdf](http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add5_2013_1211qa.pdf)
3. Provide UPDATED Pricing Workbooks – click to download. The State reserves the right to clarify pricing workbook submissions to ensure correct workbooks have been submitted.  
[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5\\_Band1-DesktopPriceWorkbookv2.xlsx](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5_Band1-DesktopPriceWorkbookv2.xlsx)  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band2-LaptopPriceWorkbookV2.xlsx>  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band3-TabletPriceWorkbookv2.xlsx>  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band4-ServerPriceWorkbookv2.xlsx>  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band5-StoragePriceWorkbookv2.xlsx>  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5Band6-RuggedizedPriceWorkbookv2.xlsx>
4. Provide the revised RFP document. This replaces in full the RFP posted 9/16/13 & 11/15/13. Two versions are provided a) Redlined - details changes made to the RFP since the 11/15/13 version. B) pdf version with all changes accepted.  
Click to download:  
a. [http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013\\_1211REDLINEDMNWSCA-NASPOComputerRFP.doc](http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013_1211REDLINEDMNWSCA-NASPOComputerRFP.doc)  
b. [http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013\\_1211PDFMNWSCA-NASPOComputerRFP.pdf](http://www.mmd.admin.state.mn.us/process/admin/documents/19512Add52013_1211PDFMNWSCA-NASPOComputerRFP.pdf)

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12-13-13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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## SOLICITATION ADDENDUM

Addendum No.: 6 Date of Addendum: December 13, 2013  
Due Date, Time: January 7, 2014 3:00 p.m. C.T. Revised Date, Time: \_\_\_\_\_  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. The link provided for Band 1 in Addendum 5 was incorrect and has been corrected. The link is also provided below:  
[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5\\_Band1-DesktopPriceWorkbookv2.xlsx](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add5_Band1-DesktopPriceWorkbookv2.xlsx)
2. Clarification regarding the Baseline Price List Date:  
The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing submitted must be representative of the pricing for an order placed on November 15, 2013 for purposes of evaluation.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12/24/13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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50 Sherburne Avenue  
St. Paul, MN 55155  
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## SOLICITATION ADDENDUM

Addendum No.: 7 Date of Addendum: December 19, 2013  
Due Date, Time: January 7, 2014 3:00 p.m. C.T. Revised Date, Time: \_\_\_\_\_  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Provide Version 3 of Band 4: Server Pricing Workbook. Revisions include:
  - a. The Processor in Base Equipment Spec 2 has been changed to "Xeon E5-2600 series"
  - b. The option and upgrades in the Equipment pricing tab have been synced with the upgrade on the Spec 1 tab.
  - c. The upgrade on Spec 2 tab has been deleted.

Click here to download Version 3 of Band 4: Server Pricing Workbook:

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band4ServerPriceWorkbookv3.xlsx>

Responders are to use the revised information to submit pricing for Band 4.

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United Sates) Inc.

SIGNATURE: 

DATE: 12/24/13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive





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## SOLICITATION ADDENDUM

Addendum No.: 8 Date of Addendum: December 27, 2013  
Due Date, Time: January 7, 2014 3:00 p.m. C.T. Revised Date, Time: \_\_\_\_\_  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. **PROVIDE VERSION 4 OF BAND 4: SERVER PRICING WORKBOOK.** Responders are to use the revised information to submit pricing for Band 4. Revision includes: The Processor in Base Equipment TAB Specs 2, cell D12 has been changed to "Four Xeon E5-4640 series (2.4Ghz, 8-core)". This processor supports the minimum requirement of 4 sockets.  
Click here to download Version 4 of Band 4: Server Pricing Workbook:  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add8Band4ServerPriceV4.xls>
2. **CLARIFICATION ON WARRANTY PRICING:** It is understood that responders may have varying base warranties. For example, in Band 3 – Tablet Price Workbook, Services Tab – a warranty upgrade is listed for accidental damage. If a responder includes accidental damage in their base warranty they should indicate this on the pricing workbook in their offer.
3. **PROVIDE VERSION 3 OF BAND 5: STORAGE PRICING WORKBOOK.** Responders are to use the revised information to submit pricing for Band 5. Revision includes: Added Line 20 to the equipment pricing tab (ST20-1). To clarify: Responders are to provide capacity and drives based on the upgraded configuration to Spec 1- 12TB total raw and Spec 2 - 16TB raw.  
Click here to download Version 3 of Band 5: Storage Pricing Workbook:  
<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Add8Band5StoragePriceV3.xls>

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 12/30/13

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
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## SOLICITATION ADDENDUM

Addendum No.: 9 Date of Addendum: January 2, 2014  
Due Date, Time: January 7, 2014 3:00 p.m. C.T. Revised Date, Time: January 14, 2014, 3:00 p.m. C.T.  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date of the solicitation to January 14, 2014, 3:00 p.m. C.T.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 1/2/14

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



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112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
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## SOLICITATION ADDENDUM

Addendum No.: 10 Date of Addendum: January 9, 2014  
Due Date, Time: January 14, 2014, 3:00 p.m. CT Revised Date, Time: January 21, 2014, 3:00 CT  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

The purpose of this addendum is to:

1. Extend the due date of the solicitation to January 21, 2014, 3:00 p.m. CT.
2. Instruct responders that may have already postmarked a response that additional "MUST" addenda are to be postmarked and sent as a separate package. Addenda will state "MUST" be returned or "MAY" be returned as the final statement of each addenda.
3. If an addendum requires the responder to change the response, additional materials may be sent. These are to be clearly marked and detailed regarding the changes to the response.
4. Clarify that the minimum specifications are provided in the Price Workbooks. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. This is stated in Section 4: Cost Proposal; Item 2.
5. Inform responders that an addendum is forthcoming to further clarify pricing workbooks.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 1/13/14

PRINTED NAME: Melissa Maloney

TITLE: Account Executive





Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

## SOLICITATION ADDENDUM

Addendum No.: 11 Date of Addendum: January 16, 2014  
Due Date, Time: January 21, 2014, 3:00 p.m. C.T. Revised Date, Time: January 28, 2014 3:00 p.m. C.T.  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

#### The purpose of this addendum is to:

1. Inform responders the printer pricing for printers in ALL Pricing Workbooks was transposed on the pricing pages. To be specific: The black and white printer price entered populated the color printer pricing. The color printer pricing entered populated the black and white pricing. To ensure the State has the correct printer pricing responders are given one of the following options:  
  
☐ Acknowledge the pricing workbook(s) has already been submitted. Responder recognizes, as detailed above, that the printer pricing has been transposed on the pricing pages. Responder is authorizing the State of Minnesota to correct pricing pages.  
  
☐ Acknowledge the pricing workbook(s) has already been submitted. The printer pricing issue was recognized by the responder previous to submitting and printer pricing is correct.  
  
☒ Resubmit applicable pricing workbooks provided in this addendum.
2. Provide clarification regarding the specifications on the Band 5: Storage Price Workbook:
  - a) Responder is to determine drive size based on minimum requirement for Raw Disk Capacity – Base (Row D12) on Spec 1 of 4 TB and Spec 2 of 8TB. The drive size must also be sufficient to meet the upgraded configuration (Row C39) on Spec 1 to 12TB installed raw and Spec 2 to 16TB installed raw. The response must meet or exceed the minimum specifications.
  - b) RAID options changed to "Specify" allowing the responder to specify the RAID number. (Specs-Item 1 TAB, Cell D16 and Specs-Item 2 TAB, Cell D16).

3. Provide revised Pricing Workbooks reflecting corrections to populate the printer pricing correctly and modification to the Band 5: Storage Price Workbook detailed in 2.b. above. Located here:

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band1DesktopAdd11.xls>

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band2LaptopAdd11.xls>

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band3TabletAdd11.xls>

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band4ServerAdd11.xls>

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band5StorageAdd11.xls>

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band6RuggedizedAdd11.xls>

4. Extend due date to January 28, 2014 3:00 p.m. C.T.

This addendum shall become part of the solicitation and **MUST** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 1/16/14

PRINTED NAME: Melissa Maloney

TITLE: Account Executive



Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

## SOLICITATION ADDENDUM

Addendum No.: 12 Date of Addendum: January 22, 2014  
Due Date, Time: January 28, 2014; 3:00 p.m. C.T. Revised Date, Time: January 29, 2014; 3:00 p.m. C.T.  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

#### PURPOSE OF THIS ADDENDUM:

- 1) Extend the opening date to: January 29, 2014; 3:00 p.m. C.T.
- 2) Issue revised RFP dated 01/22/2014. *This version includes revisions resulting from addenda.*  
Click to download: <http://www.mmd.admin.state.mn.us/process/admin/documents/19512MNWSCA-NASPOComputerRFP2014-01-22.pdf>
- 3) Issue Band 4 – Server Price Workbook Version 6. Past version did not populate entries on the Server 1 Spec Tab to the Equipment Pricing Tab. Responder may resubmit new version. The State reserves the right to transfer the amounts from the Server 1 Spec Tab to the Equipment Pricing Tab if the submitted version is not populated.  
Click to download: <http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/19512Band4-ServerPriceWorkbookv6.xlsx>
- 4) Clarify: A password is NOT needed to unprotect worksheets.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 1/22/14

PRINTED NAME: Melissa Maloney

TITLE: Account Executive





Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

## SOLICITATION ADDENDUM

Addendum No.: 13 Date of Addendum: January 24, 2014  
Due Date, Time: January 29, 2014; 3:00 p.m. C.T. Revised Date, Time: \_\_\_\_\_  
Acquisition Mgmt. Spec.: Susan Kahle Agency: Administration  
Web Registration No.: 19512  
Title: MN WSCA-NASPO Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services)

### SCOPE OF ADDENDUM

#### PURPOSE OF THIS ADDENDUM:

- 1) To Clarify: The RFP version 01/22/2014 provided in Addendum 12 does not need to be submitted with the response. This version was provided as courtesy to responders to clarify and confirm addenda changes.
- 2) Allow responders to acknowledge and accept all previous addenda (Addenda 1-13) provided in relation to the solicitation. **By submitting this addendum the responder agrees to accept all previous addendums as issued by the State.** The addenda are summarized below for informational purposes. See the individual Addendum for specific language and changes for which the Responder is acknowledging are becoming part of the solicitation.

**ADDENDUM 1:** 10/30/2013 Announced an addendum would be issued soon to 1) provide answers to questions, provide pricing, extend due date.

**ADDENDUM 2:** 11/07/2013 Extended the due date to December 6, 2013

**ADDENDUM 3:** 11/15/2013 1) Provided responses to questions, 2) Issued revised RFP – redline and clean version 3) Issued Pricing Workbooks, Allow for additional questions by November 22.

**ADDENDUM 4:** 12/03/2013 Extend to 12/18/2103

**ADDENDUM 5:** 12/11/2013 Extend to January 7, 2014. Provide 1) Responses to questions due November 22 2) Issued revised RFP – redline and clean version 3) Issued updated Pricing Workbooks.

**ADDENDUM 6:** 12/13/2013 1) The link provided for Band 1 in Addendum 5 was incorrect and has been corrected. 2. Clarification regarding the Baseline Price List Date: The Baseline Price List submitted may be dated an alternate date. However, the market basket pricing submitted must be representative of the pricing for an order placed on November 15, 2013 for purposes of evaluation.

**ADDENDUM 7:** 12/19/2013 Provide Version 3 of Band 4: Server Pricing Workbook. Revisions include: a. The Processor in Base Equipment Spec 2 has been changed to "Xeon E5-2600 series" b. The option and upgrades in the Equipment pricing tab have been synced with the upgrade on the Spec 1 tab. c. The upgrade on Spec 2 tab has been deleted.

**ADDENDUM 8:** 12/27/2013 1) provide version 4 of band 4: server pricing workbook. Revision includes: The Processor in Base Equipment TAB Specs 2, cell D12 has been changed to "Four Xeon E5-4640 series (2.4Ghz, 8-core)". This processor supports the minimum requirement of 4 sockets. 2) Clarification on warranty pricing: It is understood that responders may have varying base warranties. For example, in Band 3 – Tablet Price Workbook, Services Tab – a warranty upgrade is listed for accidental damage. If a responder includes accidental damage in their base warranty they should indicate this on the pricing workbook in their offer. 3) Provide version 3 of band 5: storage pricing workbook. Revision includes: Added Line 20 to the equipment pricing tab (ST20-1). To clarify: Responders are to provide capacity and drives based on the upgraded configuration to Spec 1- 12TB total raw and Spec 2 - 16TB raw.

**ADDENDUM 9:** 01/02/2014 Extend the due date of the solicitation to January 14, 2014, 3:00 p.m. C.T.

**ADDENDUM 10:** 01/09/2014 1) Extend the due date of the solicitation to January 21, 2014, 3:00 p.m. CT. 2) Instruct responders that may have already postmarked a response that additional "MUST" addenda are to be postmarked and sent as a separate package. Addenda will state "MUST" be returned or "MAY" be returned as the final statement of each addenda. 3) If an addendum requires the responder to change the response, additional materials may be sent. These are to be clearly marked and detailed regarding the changes to the response. 4) Clarify that the minimum specifications are provided in the Price Workbooks. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. This is stated in Section 4: Cost Proposal; Item 2. 5) Inform responders that an addendum is forthcoming to further clarify pricing workbooks.

**ADDENDUM 11:** 01/16/2014 1) Extend the due date to January 28, 2014, 3:00 p.m. CT  
2) Inform responders the printer pricing for printers in ALL Pricing Workbooks was transposed on the pricing pages. To be specific: The black and white printer price entered populated the color printer pricing. The color printer pricing entered populated the black and white pricing. To ensure the State has the correct printer pricing responders are given one of the following options  
\_\_\_ Acknowledge the pricing workbook(s) has already been submitted. Responder recognizes, as detailed above, that the printer pricing has been transposed on the pricing pages. Responder is authorizing the State of Minnesota to correct pricing pages.  
\_\_\_ Acknowledge the pricing workbook(s) has already been submitted. The printer pricing issue was recognized by the responder previous to submitting and printer pricing is correct.  
☒ Resubmit applicable pricing workbooks provided in this addendum  
3) Provide clarification regarding the specifications on the Band 5: Storage Price Workbook: a) Responder is to determine drive size based on minimum requirement for Raw Disk Capacity – Base (Row D12) on Spec 1 of 4 TB and Spec 2 of 8TB. The drive size must also be sufficient to meet the upgraded configuration (Row C39) on Spec 1 to 12TB installed raw and Spec 2 to 16TB installed raw. The response must meet or exceed the minimum specifications. b) RAID options changed to "Specify" allowing the responder to specify the RAID number. (Specs-Item 1 TAB, Cell D16 and Specs-Item 2 TAB, Cell D16).  
4) Provide revised Pricing Workbooks reflecting corrections to populate the printer pricing correctly and modification to the Band 5: Storage Price Workbook detailed in 2.b. above.

**ADDENDUM 12:** 1) Extend the opening date to: January 29, 2014; 3:00 p.m. C.T. 2) Issue revised RFP dated 01/22/2014. This version includes revisions resulting from addenda. 3) Issue Band 4 – Server Price Workbook Version 6. Past version did not populate entries on the Server 1 Spec Tab to the Equipment Pricing Tab. Responder may resubmit new version. The State reserves the right to transfer the amounts from the Server 1 Spec Tab to the Equipment Pricing Tab if the submitted version is not populated. 4) Clarify: A password is NOT needed to unprotect worksheets.

**ADDENDUM 13:** 1) To Clarify: The RFP version 01/22/2014 provided in Addendum 12 does not need to be submitted with the response. This version was provided as courtesy to responders to clarify and confirm addenda changes.  
2) Provide summary of addenda and allow responders to acknowledge receipt of all addenda provided in relation to the solicitation by submitting addendum 13.

This addendum shall become part of the solicitation and **MAY** be returned with the response by the due date and time of the solicitation.

COMPANY NAME: Lenovo (United States) Inc.

SIGNATURE: 

DATE: 1/27/14

PRINTED NAME: Melissa Maloney

TITLE: Account Executive

## Appendix B – Implementation Plan and Marketing Methodology



WSCA  
Implementation Plan :

Please double click the paperclip to open the file.



### Disclosure Statement

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

***lenovo***<sup>®</sup> **FOR**  
**THOSE**  
**WHO DO.**



# Lenovo's Response to



Cost Proposal – January 29, 2014

**Redacted**

**lenovo**® **FOR**  
**THOSE**  
**WHO DO.**

Melissa Maloney • Director Public Sector Sales

[mmaloney@lenovo.com](mailto:mmaloney@lenovo.com) • (919) 294-1329

Lenovo (United States) Inc. • 1009 Think Place • Morrisville, NC 27560

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## SECTION 4: COST PROPOSAL

### SUBMIT IN A SEPARATE SEALED ENVELOPE

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p><b>PRICE STRUCTURE.</b> This RFP will employ a MINIMUM discount-off list price structure with categorized exceptions for each band. It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line price list and the minimum discounts with the categorized exceptions provided. The responder must designate a "Base Line Price List e.g. MSRP, education price list. The price list submitted must be dated: November 15, 2013. A discount schedule is to be provided for each band in the Price Workbook. Responders may define additional categories within a band. The category discounts may be higher or lower than the than the band discount. Responder must describe all available options for pricing services in the Price Workbooks such as discount off list, hourly fees, per unit fees, etc. The worksheet allows for up to seven categories, however the responder may edit their submission to include additional categories if needed.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo understands and will comply.			
2	<p><b>PRICE WORKBOOKS.</b> Price Workbooks will be used to evaluate. Responders will be evaluated on the Price Workbook which includes a market basket for each band. For each band proposed, the Responder must complete the Price Workbook which includes several worksheets. The market basket includes selected configurations, services, peripherals, third party products to fairly evaluate discounted pricing. In evaluation the State reserves the right to:</p> <ul style="list-style-type: none"> <li>a. Eliminate an item from consideration from all responses.</li> <li>b. Enter the highest price item of all responses received when an item has not been provided by a responder.</li> <li>c. Request additional pricing items for consideration.</li> <li>d. Clarify pricing responses with responder(s).</li> <li>e. Include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation.</li> </ul>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>The Contract Vendor will maintain the discount structure as bid throughout the term of the Master Agreement.</p> <p>For the purpose of comparing pricing across a standard group of products, the prices provided by the responder in the Price Workbooks will be utilized to calculate cost points. Vendors must use the minimum percentage discount stated from a published or base line price listing for a “<b>quantity one</b>” purchase in the Pricing Workbook.</p> <p>Minimum specifications are provided in the Price Workbook.</p> <p>Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.</p> <p><b>FINAL EXCEL PRICE WORKBOOKS WILL BE PUBLISHED VIA AN ADDENDUM.</b></p> <p>There are a total of six workbooks:</p> <p>Band 1: Desktop: Includes 9 worksheets</p> <p>Band 2: Laptop: Includes 9 worksheets</p> <p>Band 3: Tablets: Includes 8 worksheets</p> <p>Band 4: Server: Includes 9 worksheets</p> <p>Band 5: Storage: Includes 9 worksheets</p> <p>Band 6: Ruggedized: Includes 8 worksheets</p> <p>INSTRUCTIONS:</p> <ol style="list-style-type: none"> <li>1. Each workbook contains several tabs. Responder is to fill in the yellow highlighted areas. Once filled in the yellow highlight disappears.</li> <li>2. The workbooks are locked, however there is not a password and responder may revise as needed ensuring they supply yellow highlighted fields.</li> <li>3. It is understood that different components may make up a total configuration for the market basket item. The responder may provide additional detail to how the discount provided in the market basket was calculated.</li> </ol> <p>The Lead State reserves the right to request additional pricing , if in the best interest of the state or to clarify pricing responses.</p>		
Lenovo understands and will comply.			

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
3	<b>BASELINE PRICING VERIFICATION.</b> The responder must designate a Base Line Price e.g. MSRP, education price list in the price workbook. The price list submitted is to be dated: November 15, 2013. Describe how the designated Base Line Price List will be accessed and verified by potential end users, contract administrators, etc. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions. The responder must provide ONE HARD COPY and ONE ELECTRONIC COPY (USB DRIVE OR CD) of the dated Baseline Price List with the response. The dated Baseline Price List provided shall be used for completing the cost proposal when "List/MSRP" price is requested.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Price list dated: November 15, 2013 has been provided.			
4	<b>MINIMUM DISCOUNTS.</b> The Contract Vendor will provide a <b>MINIMUM</b> discount off base line price list for each band with categorized exceptions. It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line price list and the minimum discounts with the categorized exceptions provided. The named category exception discounts may be higher or lower than the than the minimum band discount. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line pricing and minimum discounts and categorized exceptions provided.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo will comply.			
5	<b>THIRD PARTY PRODUCTS.</b> Third party products may be offered as peripherals and options in the Price Workbook. Third Party products will be approved upon finalization of the PSS. Contract Vendors are not able to offer another Contract Vendor's product as a third party without approval. If third party products are offered, a third party product minimum discount will be stated in the price workbook.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
Lenovo understands, but is not providing 3 <sup>rd</sup> party products.			
6	<b>REFRESH STRATEGY.</b> Describe your recommended refresh strategy for your product line.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
The Lenovo specialist will meet with the participating state on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo Customer transition documents. These monthly documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make the participating state aware of product changes and give you the ability to select the model that best meets your requirements.			
7	<b>MAINTAINING COMPETITIVE PRICING.</b> Proposers will provide an initial <b>MINIMUM</b> discount with categorized exceptions off baseline price list for a quantity of one unit. Proposers are to base discounts on the collective volume of potential purchases by the participating entities. Further bulk/quantity savings may be obtained when additional quantities are requested. In order to maintain competitive pricing throughout the full life of the Master Agreement, Contract Vendor and Participating entities must understand it is the expectation to provide competitive pricing at the quantity one level. Additional savings are expected when recompeting the awarded vendors for volume pricing	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Lenovo will comply.			
8	<b>PRODUCTS AND SERVICES SCHEDULE (PSS).</b> Responders must submit with their <b>COST</b> proposal a proposed <b>Product and Services Schedule</b> including all the products and services offered within each band for this solicitation. The PSS should be submitted in Excel format. A sample has been provided in the attachments for reference, but is only an example. Other formats are acceptable. Submission of a product and/or service on the sample PSS does not guarantee that it will automatically be approved as being included in the resulting Master Agreement. The products, services and format for the final PSS will be finalized during negotiations.	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Please see "Lenovo Sample PSS.xlsx" attached.			

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
9	<p><b>BULK PRICING.</b> Utilize the Price Workbook to provide additional volume based pricing for consideration. These will allow for deeper discounts for per transaction and cumulative volume purchases. Examples of bulk pricing models are included in Section 6. Responders must propose how they will provide deeper discount including, but not limited to:</p> <p><b>1. Per Transaction Multiple Unit Discount.</b> Responders may propose a contractual volume discount program or plan based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase. Include a table indicating the additional discount percentage to be earned by volume purchased at one time.</p> <p><b>2. Cumulative.</b> Responders may propose a cumulative volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of their Master Agreement. Include a table indicating the additional discount percentage to be earned by cumulative volume purchased.</p> <p><b>3. Other Discounts</b> Describe additional discounts available to States or Participating Entities.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

#### Volume discounts

Lenovo has affirmed that volume pricing minimum discounts by unit quantity will be as established as listed below:

WSPA/NASPO Volume Pricing for Desktops and Notebooks	Minimum Discount
1-99 Units	32%
100-500 Units	33%
500+ Units	34%

- Bulk offer valid for Think desktop and notebooks only. Tablets excluded.
- New product offerings to be reviewed for eligibility.
- Topsellers and Idea excluded
- Premium Savings Package (PSP) configs excluded
- Direct only offering
- Offer not supported online

	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
10	<p><b>PREMIUM SAVINGS PACKAGE PROGRAM.</b> Contract Vendors are encouraged to participate in the Premium Savings Package (PSP) Program. If intending to participate, propose and describe commitment to offer and maintain deeply discounted standard configurations. Participants in the PSP program will commit to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals, as determined by the Participating Entities. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <a href="http://www.wnpsp.com/index.html">http://www.wnpsp.com/index.html</a>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.</p> <p>Contract Vendors may provide Premium Savings &amp; Packages in the bands awarded and comply with the following:</p> <ul style="list-style-type: none"> <li>a. Provide a WSCA-NASPO Premium Savings Packages-specific SKU for each proposed product. Discount must be provided on Contract Vendor related SKU as well.</li> <li>b. Standard configurations cannot change or be upgraded during the entire refresh period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited).</li> <li>c. Prices offered must be offered at a better than the quantity one Master Agreement discount.</li> <li>d. Pricing increases are generally not allowed unless there is documentation and justification provided.</li> <li>e. Provide marketing plan of the PSP Program including lead with PSP Program and display prominently on websites to market aggressively to all States.</li> <li>f. Submit quarterly usage reports broken out by State to the WSCA-NASPO Premium Savings Packages team lead and to the WSCA-NASPO PC Master Agreement Administrator. Individual reports to each State may also be required. The format for the reports must follow the current WSCA-NASPO PC reporting format.</li> </ul>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p><input type="checkbox"/> n/a for server storage vendors</p>
Lenovo will comply.			
11	<p><b>PROMOTIONAL OFFERS:</b> Contract Vendors will be allowed to provide promotions for deeply discounted products based on their inventory and sales. Promotions will also provide increased savings to States and other Participating Entities. The Contract Vendors will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.</p>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>
Please see the marketing plan in Technical Proposal, Section 3, #10 IMPLEMENTATION PLAN AND MARKETING METHODOLOGY and Appendix B.			
12	<p><b>Describe the Prompt Payment Terms (if available)</b> to be offered: <input type="checkbox"/> % 30; <input type="checkbox"/> % 15/Net 30; <input type="checkbox"/> % 10/Net 30, <input type="checkbox"/> Other (specify): _____</p>		<p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>



	<b>COST PROPOSAL</b>	<b>M = MANDATORY</b>	<b>MEETS UNDERSTAND &amp; WILL COMPLY?</b>
	Lenovo does not offer prompt payment terms.		
13	<b>ADDED VALUE.</b> Responders may propose suggestions on improvements and/or alternatives for doing business with your company that will make this contract more cost effective for your company and participating public agencies.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

## Customers Demand and We Deliver Lower Failure Rates

Lenovo has maintained Think brands best quality long established by IBM. In fact, as Lenovo, both the notebook and desktop quality is SIGNIFICANTLY improved. Lenovo has improved Think brand quality, as evidenced by warranty repair rates, every year since transitioning from IBM in early 2005.

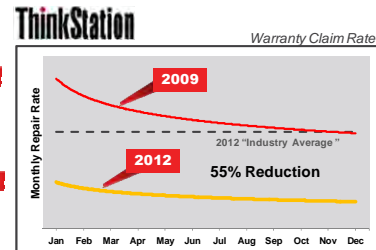
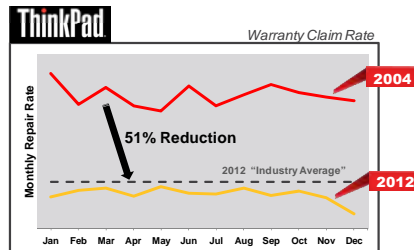
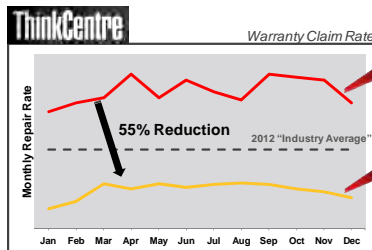
Think brands are lower than available "PC industry average" repair rates as published by Industry analysts

**ThinkCentre – repair rates 55% lower!**

**ThinkStation – repair rates 55% lower!**

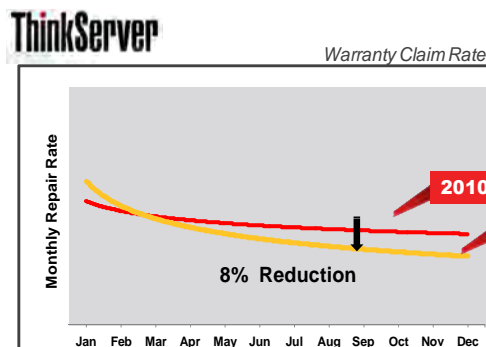
**ThinkPad – repair rates 51% lower!**

**ThinkServer – repair rates 8% lower!**



**8 Years of Continuous Improvement and Industry Leadership**

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THOSE  
WHO DO.



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## COST PROPOSAL

M  
=  
MANDATORY

MEETS  
UNDERSTAND  
& WILL  
COMPLY?

### Think is the Most Reliable in the Industry

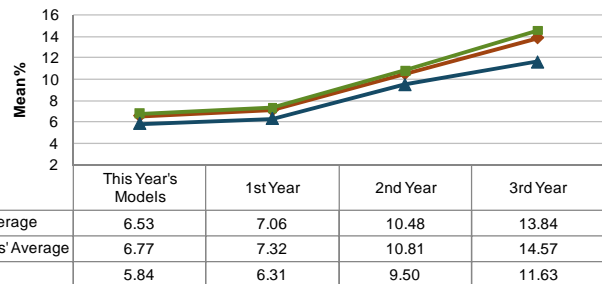
ThinkPad fails 16% less  
than competitors' average



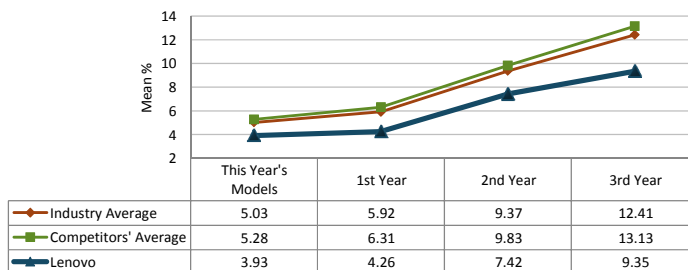
Source: Large Enterprise Repair Rate Study, Apr/May  
2011, TBR  
Industry Average includes Lenovo



CORPORATE NOTEBOOK STATED REPAIR RATES  
(Mean % of Systems Requiring Warranty Repair)



CORPORATE DESKTOP STATED REPAIR RATES  
(Mean % of Systems Requiring Warranty Repair)



ThinkCentre fails 28% less  
than competitors' average

### Chromebooks for Education

Chromebooks for Education give students, teachers, and administrators a simple solution for fast and easy-to-manage computing. Chromebooks provide students with access to the web's vast education and collaboration resources.

For administrators, Chromebooks offer centralized device management and a low total cost of ownership.

Using Chromebooks, teachers spend more time teaching and less time managing classroom technology.


### Better for Students



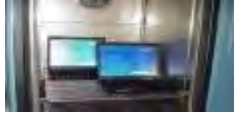



- **Rugged Design for Education** – *ThinkPad Warranty Upgrades* with onsite repair keeps notebooks in students' hands and not in the IT repair queue while reducing costs.



### Better for Schools

- **Peace of Mind & Security** – *Asset Tagging* helps lost PCs find their way home if left on the school bus.



	COST PROPOSAL	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
<p><b>Perfect for the Classroom (and beyond)</b></p> <p>Chromebooks improve teaching and learning by eliminating the distraction of technology challenges. They boot in less than 10 seconds and resume instantly – eliminating the typical downtime wasted while traditional computers start up and connect to a network. A battery life lasting up to 7.5 hours means Chromebooks last an entire school day. And since it's easy to connect a Chromebook anytime and anywhere with built-in Wi-Fi or 3G, students can continue learning after school and at home. Applications, school work, and settings are stored on the web, so multiple students can use the same Chromebook and still have their own personalized experience when they sign in. Best of all, there is no special training required: if you know how to use a web browser, you know how to use a Chromebook.</p> <p><b>ThinkPad X131e Chromebook – Hardware Ruggedization for Education</b></p> <ol style="list-style-type: none"> <li><b>Rubber Bumper around Top Cover</b> – absorbs force of bumps to the side of the system</li> <li><b>33% Stronger Corners</b> – reduces damage when dropped at an angle</li> <li><b>Stronger Bezel</b> – 1.2mm thicker plastic to protect to LED panel</li> <li><b>Stronger Hinges</b> – designed to last <b>50,000</b> cycles</li> <li><b>55% Stronger Ethernet Port</b> – protection for the ethernet port</li> <li><b>Stronger Recessed Ports</b> – protects against accidental damage to ports</li> <li><b>MilSpec Tested</b> – completed as a measure of durability</li> <li><b>60% Reduced Gap on Keyboard</b> – prevent objects from wedged under keyboard keys</li> <li><b>Dustless Fan</b> – filters dust from entering the fan assembly to extend the life of the fan</li> <li><b>Stainless Steel Hinge Brackets</b> – allows an open system to absorb 150% more force to the top cover before failure</li> <li><b>Stronger AC Adapter Cable</b> – designed to withstand frequent student use of plugging and unplugging of the system</li> </ol>  <p><b>The Military Specification Testing Process</b></p> <p>The laptops on this bid are semi-rugged and pass 8 Mil Spec tests. The Lenovo ThinkPad T, L and X Series are so tough that they pass the rigorous Military Specification Testing (MilSpec) process which is considered the industries' "defacto standard" for durability. While comparisons to direct notebook competitors would be easier, Lenovo compares its system to the current industry leader in the Ruggedized Notebook environment as a comparative of the type and number of tests in the product segment. Our "normal" notebooks exceed many qualities of other "ruggedized" versions.</p> <p><b>Lenovo ThinkPads have been designed and certified to pass 8 MilSpec tests.</b></p> <ol style="list-style-type: none"> <li>Physical/Mechanical Shock</li> <li>Humidity</li> <li>Vibration</li> <li>High Temperature</li> <li>Temperature Shock</li> <li>Altitude (15,000 ft.) – SSD</li> <li>Low Temperature – SSD</li> <li>Dust/Sand</li> </ol>			

	COST PROPOSAL			M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
ThinkPad MILSPEC-810G Test Summary					
Lenovo ThinkPad T, X and L series are all tested to exceed 8 MIL Spec. This means they are engineered for 3 or 4 year lifecycle. They are designed for mobile users in varying environments.					
ThinkPad MILSPEC 810G Test Summary					
Test	Reference			Result	
	MIL-810G Method	Test Description			
Vibration 	514.6	Procedure I (Storage)	Fig 514.6E-1 General min Integrity exposure .04g^2/Hz 20 – 1 KHz -6 db/Oct 1 KHz – 2 KHz 1 hour/axis x 3 axes	Pass	
		Procedure II (Operating)	Table 514.6C-II Common Carrier Vertical:1.04Grms Transverse: 0.20Grms Longitudinal: 0.74Grms 1 hour in all 3 axis	Pass	
Mechanical Shock 	516.6	Procedure I (Storage)	Table 516.6-11 Terminal peak saw tooth pulse 20G/11ms	Pass	
		Procedure I (Operating)	3+/3- in all 3axis for a total of 18 shocks	Pass	
High temperature 	501.5	Procedure I (Storage)	30°C- 60°C cycle 24 hr/cycle x 7 cycles	Pass	
		Procedure II (Operating)	60°C for 4hrs	Pass	
Low temperature 	502.5	Procedure I (Storage)	-20°C for 72hrs	Pass	
		Procedure II (Operating)	-20°C for 4 hrs	Pass	
Thermal Shock 	503.5	Procedure I	-20°C – +60°C 2 hr/cycle with 1hr dwell x 3 cycles	Pass	
Altitude 	500.5	Procedure I (Storage)	15,000 feet for 1 hour 57.2kPa or 8.3 psia	Pass	
		Procedure II (Operating)	15,000 feet for 1 hour 57.2kPa or 8.3 psia	Pass	

COST PROPOSAL				M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?	
<b>Humidity</b> 	507.5	Procedure I (Storage)	Aggravated Cycle 95% RH, 20°C–60°C 24 hours/cycle x 10		Pass	
		Procedure II (Operating)	Aggravated Cycle 95% RH, 20°C–60°C 24 hours/cycle x 10		Pass	
	<b>Blowing Dust</b> 	510.5	Procedure I (Storage)	140 mesh silica 10 g/m <sup>3</sup> : 8.9 m/s 12 hour		Pass
			Procedure II (Operating)	140 mesh silica 10 g/m <sup>3</sup> : 8.9 m/s 12 hour		Pass
14	<b>TRADE-IN.</b> The Participating Addendum by each State will identify if and how trade-in or takeback terms will be conducted. If trade in program will be offered, provide pricing.				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<p>Service fee for <b>legacy equipment</b> asset recovery trade-in value - \$30.00/per asset (PC, Desktop, Monitors) plus logistics (any required packing and shipment services)</p> <p>Service fee for asset recovery/trade-in value, purchase service at <b>Point of Lenovo Hardware Sale</b> (PC, Desktop, Monitor) – bid price \$25.00/per asset, includes processing of assets, dedicated web request/tracking portal, and all pack/ship services.</p>						
15	<b>SERVICES.</b> Services are at the option of the Participating Entity. The Participating Addendum by each State will address service agreement terms and related travel. Responder must describe all available options for pricing services in the Price Workbooks such as discount off list, hourly fees, per unit fees, etc.				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<p>Lenovo has described all available options for pricing services in the Price Workbooks.</p>						
16	<b>LEASING.</b> Responders are not required to provide leasing. Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted. Leasing will be at the option of each participating addendum. If leasing will be offered, provide rates. Do not submit lease documents or corresponding lease terms as these documents should be addressed in a State's Participating addendum if applicable.				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<p>Lenovo understands and will comply.</p>						



## Price Workbooks for applicable Bands – include all tabs

### Band 1: Desktop: Includes 9 worksheets



19512Add5Band1-Des  
ktopPriceWorkbook.xls

Please double click the paperclip to open the file.



## **Band 2: Laptop: Includes 9 worksheets**



19512Add5Band2-Lap  
topPriceWorkbook.xlsx

Please double click the paperclip to open the file.

### Band 3: Tablets: Includes 8 worksheets



19512Add5Band3-Tab  
letPriceWorkbook.xlsx

Please double click the paperclip to open the file.

## Band 4: Server: Includes 9 worksheets



19512Add8Band4Serv  
erPriceWorkbook.xlsx

Please double click the paperclip to open the file.

## Band 5: Storage: Includes 9 worksheets



19512Add8Band5StoragePriceWorkbook.xls

Please double click the paperclip to open the file.

**Band 6: Ruggedized: Includes 8 worksheets**

**Lenovo Response:**

No Bid

## Baseline Price List dated November 15, 2013

### Lenovo Response:

Due to the length of this list a sample of 5 pages has been printed. The file in its entirety is available on the accompanying CD.



US Price  
List\_11\_15\_13.xlsx

Please double click the paperclip to open the file.



## Lenovo Sample Products and Services Schedule

### Lenovo Response:

Due to the length of this list a sample of 1-2 pages per tab has been printed. The file in its entirety is available on the accompanying CD.



Lenovo Sample  
PSS.xlsx

Please double click the paperclip to open the file.



### **Disclosure Statement**

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

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**THOSE**  
**WHO DO.**