

IBM NARRATIVE RESPONSE PROPOSAL TO:

The State of Minnesota, Department of Administration

For RFP for Minnesota WSCA-NASPO

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

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SECTION 1: SCOPE OF WORK

IBM has read and understands the requirements. The rest of this section is left intentionally blank as it requires no response.

SECTION 2: MASTER AGREEMENT TERMS AND CONDITIONS

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.

IBM has read and agrees with the above instructions.

SECTION 2: 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
 - ___ Signature Page
 - ___ Affirmative Action Certification
 - ___ 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.**
- ___ Affidavit of Non-Collusion
 - ___ Service & Delivery
 - ___ Savings
 - ___ Taxpayer Identification
 - ___ Veterans Preference
 - ___ Question Form
 - ___ T&C Exception Form
 - ___ 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 requirements.

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.

IBM has read and agrees.

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.

IBM has read the Order of Precedence and proposes to add the following to the end of #4: "and incorporated into either the PA or Master Agreement as appropriate."

Beginning with the paragraph, "These documents shall be read...", IBM proposes to add the following statement: "IBM licensing agreements contain references to the IBM website for certain licensing terms."

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.

This requires mutual agreement of all parties involved. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

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.

IBM has read and agrees.

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.

IBM has read and proposes to add the additional language below:

“The assignment of this Agreement, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments without obtaining Customer's consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.”

6. **CANCELLATION.** Unless otherwise stated in the special 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..

IBM has read and agrees.

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

IBM has read, agrees in principal and proposes the alternative language below.

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.

IBM has read and proposes to add the following alternative language: "Confidential information disclosed by either party shall be subject to the Agreement for Exchange of Confidential Information between IBM and the State of Minnesota. For the other Participating Entities IBM proposes that the respective parties mutually agree to a separate Agreement for Confidential Information if there is not one already in place between the parties."

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.

IBM has read and proposes to delete the word "will" in the second line and substitute the word "may".

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

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM proposes to add the word "material" after the word "of" in i; and add the words "knowingly or intentionally" after the word "be" in iii.

- 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 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.

IBM proposes, in the last sentence after the word "damages", to add: "as mutually agreed by the parties".

- 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.

IBM proposes, in iii after the word "damages", to add "as mutually agreed by the parties".

- 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

IBM proposes to add the following sentence to the end of this Section: "Notwithstanding any provision to the contrary, any remedies available to a Purchasing Entity shall be subject to the Limitation of Liability provision in the Master Agreement."

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.

IBM has read and proposes the following alternative language:

"For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure."

- 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.

IBM has read and agrees.

- 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.

IBM proposes to add the following sentence:

"Venue for certain claims or disputes may be in a Federal Court subject to proper jurisdiction."

13. INDEMNIFICATION. DELETED SEE SECTION 2C17

IBM has read and understands.

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

IBM has read and understands.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM proposes the following alternative language:

"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:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal 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.

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. 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.

IBM has read and agrees.

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

IBM has read and understands.

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 .

IBM has read and proposes in the last sentence to delete the phrase beginning with the word "of" – "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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and proposes alternative language: Delete "After 45 days" and replace with: "After 30 days the Contract Vendor may access overdue account charges."

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

IBM has read and agrees.

- 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.

IBM proposes the following: in the second paragraph, third line, insert the words "reasonably and" after the word "shall"; at the end of the second paragraph add the following sentences: "Audits are limited to no more than one audit on an annual basis. In no event shall any audit include the confidential financial information of the Contractor."

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 following the end of the calendar quarter (as specified in the reporting tool).

IBM has read and agrees.

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 thirty the last day of the month following 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.

IBM has read and agrees.

- 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.

IBM has read and agrees. The products offered by IBM are not applicable to personal use.

- 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.

IBM proposes alternative language beginning with the 2nd sentence, section D: "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 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 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.

IBM has read and proposes alternative language: "Acceptance of IBM Products shall occur at delivery to the Purchasing Entity. Acceptance of Services shall be in accordance with the Transaction Document as mutually agreed between the Parties".

- 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.

IBM has read and proposes the following language: "IBM Products are sold in accordance with and subject to their standard warranty provisions."

30. TITLE OF PRODUCT.

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.

IBM has read and proposes the following language:

"Materials – literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that IBM may deliver to Customer as part of a Service. The term "Materials" does not include Programs, Machine Code, or other items available under their own license terms or agreements.

An Attachment or Transaction Document will specify Materials to be delivered to Customer and identify them as "Type I Materials," "Type II Materials," or otherwise as both parties agree. If not specified, Materials will be considered Type II Materials.

Customer will own the copyright in Materials created as part of a Service that are identified as "Type I Materials" and each such Material will constitute a "work made for hire" to the extent permissible under U.S. copyright law. If any such Materials are not works made for hire under applicable law, IBM assigns the ownership of copyrights in such Materials to Customer. Customer grants IBM an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Type I Materials.

IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials. IBM grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only) copies of Type II Materials.

IBM or its suppliers retains ownership of the copyright in any of IBM's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to Customer, if any, or otherwise as Type II Materials.

Upon Acceptance relative to section 28 above and ROL and Rev rec 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.

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".

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.

IBM has read and agrees.

- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

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.

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.

IBM has read and proposes the following alternative language:

“Warranty for IBM Machines

IBM warrants that each IBM Machine is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for an IBM Machine is a fixed period commencing on its Date of Installation and specified in a Transaction Document. During the warranty period, IBM provides repair and exchange Service for the IBM Machine, without charge, under the type of Service IBM designates for the IBM Machine. If an IBM Machine does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Customer may return it to IBM for a refund.

Warranty for ICA Programs

IBM warrants that each warranted ICA Program, when used in the Specified Operating Environment, will conform to its Specifications.

During the warranty period, IBM provides defect-related Program Services without charge. Program Services are available for a warranted ICA Program for at least one year following its general availability. The warranty period for an ICA Program expires when its Program Services are no longer available.

If an ICA Program does not function as warranted during the first year after Customer obtains its license and IBM is unable to make it do so, Customer may return the ICA Program and the charges Customer paid for the license will be refunded. To be eligible, Customer must have obtained its license while Program Services (regardless of the remaining duration) were available for the ICA Program.

Warranty for IBM Services

IBM warrants that it performs each IBM Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document. Customer agrees to provide timely written notice of any failure to comply with this warranty so that IBM can take corrective action.

Warranty for Systems

When IBM specifies in an Attachment or Transaction Document that it is providing Products to Customer that are intended to operate together as a system, IBM warrants that those Products are compatible and, when installed in accordance with their Specifications, will operate with one another. This warranty is in addition to IBM's other applicable warranties.

Extent of Warranty

If a Machine is subject to federal or state consumer warranty laws, IBM's statement of limited warranty included with the Machine applies in place of these Machine warranties.

The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by Customer or a third party, or failure or damage caused by a product for which IBM is not responsible. The warranty for IBM Machines is voided by removal or alteration of Machine or parts identification labels.

THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

Items Not Covered by Warranty

IBM does not warrant uninterrupted or error-free operation of a Product or Service or that IBM will correct all defects.

IBM will identify IBM Machines and ICA Programs that it does not warrant.

Unless otherwise specified in an Attachment or Transaction Document, IBM provides Materials, non-IBM Products (including those provided with, or installed on, an IBM Machine at Customer's request), and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to Customer. Warranties, if any, for Other IBM Programs and Non-IBM Programs may be found in their license agreements".

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 for the respective State entity.

IBM has read and agrees.

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

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, 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/#>.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and proposes to add the language: “The Contract Vendor shall, when requested, present information to State agency customers regarding product compliance with State requirements regarding the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16CI1146, and the Energy Star Standards. The Contract Vendor’s catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16CI146), and the Energy Star Standards . In the event the catalog or other marketing materials do not contain this information, the Contract Vendor shall, upon request, and to the extent such information is available, provide it to the State Agency members.”

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 reasonably cooperate 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.

IBM has read and proposes alternative language: “ Subject to mutual agreement between the parties on the scope of services, certain services may be performed for additional fees.”

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.

IBM has read and proposes alternative language: “Subject to mutual agreement between the parties on the scope of services, certain services may be performed for additional fees.”

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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>

IBM has read and propose to add the language "To the best of Contract Vendors knowledge and belief."

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.

IBM has read and proposes to delete the phrase after the word "response", and replace with: "and agrees to indemnify"

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.

IBM has read and agrees.

13. FOREIGN OUTSOURCING OF WORK.

Upon request, the Contract Vendor is required to provide information of a reasonable nature regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

IBM has read and agrees.

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.

IBM proposes to delete the first sentence in the last paragraph and replace with: “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.”

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.

IBM has read and propose to add the language “To the best of Contract Vendors knowledge and belief.”

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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

- 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.

IBM has read and agrees.

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 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.

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 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.

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

IBM has read and proposes the following alternative language:

“Limitation of Liability

Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Customer is entitled to recover damages from IBM. Regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Product or Service or otherwise arising under this

Agreement will not exceed the amount of any actual direct damages up to the greater of \$100,000, or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this Limitation of Liability section, the term "Product" also includes Materials and Machine Code.

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible. The following amounts are not subject to a cap on the amount of damages:

- a. payments referred to in the Intellectual Property Protection section above; and
- b. damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable.

Items for Which IBM Is Not Liable

Except as expressly required by law without the possibility of contractual waiver, under no circumstances is IBM, its subcontractors, or Program developers liable for any of the following even if informed of their possibility:

- a. loss of, or damage to, data;
- b. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- c. lost profits, business, revenue, goodwill, or anticipated savings.

This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Master Agreement.

For purposes of this Intellectual Property Protection section, the term "Product" also includes Materials and Machine Code.

Third Party Claims

If a third party asserts a claim against Customer that an IBM Product that IBM provides to Customer under this Agreement infringes that party's patent or copyright, IBM will defend Customer against that claim at IBM's expense and pay all costs, damages, and attorney's fees that a court finally awards against Customer or that are included in a settlement approved in advance by IBM, provided that Customer:

- a. promptly notifies IBM in writing of the claim;
- b. allows IBM to control, and cooperates with IBM in, the defense and any related settlement negotiations; and
- c. is and remains in compliance with the Product's applicable license terms and Customer's obligations under section 1.9.2 (Remedies) below.

Remedies

If such a claim is made or appears likely to be made, Customer agrees to permit IBM, in IBM's discretion, either to i) enable Customer to continue to use the Product, ii) modify it, or iii) replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, then on IBM's written request, Customer agrees to promptly return the Product to IBM and discontinue its use. IBM will then give Customer a credit equal to:

- a. for a Machine, Customer's net book value calculated according to generally-accepted accounting principles;

- b. for an ICA Program, the amount Customer paid IBM for the Program's license or 12 months' charges (whichever is less); and
- c. for Materials, the amount Customer paid IBM for the creation of the Materials.

Claims for Which IBM is Not Responsible

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

- a. anything provided by Customer or a third party on Customer's behalf that is incorporated into a Product or IBM's compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf;
- b. a Product's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product, to the extent a claim could have been avoided by using the current release or version;
- c. any modification of a Product made by Customer or by a third party on Customer's behalf or the combination, operation, or use of a Product with any other Product, hardware device, program, data, apparatus, method, or process;
- d. the distribution, operation or use of a Product outside Customer's Enterprise; or
- e. a non-IBM Product or an Other IBM Program.

This Intellectual Property Protection section states IBM's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims."

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.

IBM has read and proposes to delete the last sentence: "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."

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.

IBM has read and agrees.

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 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.

IBM has read and proposes to add the language “To the best of Contract Vendors knowledge and belief.

The Contract Vendor shall, when requested, present information to State agency customers regarding product compliance with State requirements regarding the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C11146, and the Energy Star Standards. The Contract Vendor’s catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C1146), and the Energy Star Standards . In the event the catalog or other marketing materials do not contain this information, the Contract Vendor shall, upon request, and to the extent such information is available, provide it to the State Agency members.”

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.

IBM has read and agrees.

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.

IBM has read and proposes to replace the word “warrants” with the word “represents” in the first sentence.

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.

IBM has read and agrees. Cardholder data is securely protected and only used for the specific business purposes outlined in the RFP.

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.

IBM has read and agrees.

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 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.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

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

IBM has read and agrees.

29. RIGHTS RESERVED.

Notwithstanding anything to the contrary, the 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 State deems it necessary and desirable; and
- f. 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.

IBM has read and agrees.

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.

IBM has read and proposes the following: "For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer's designated location. Thereafter, Customer assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure."

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.

IBM has read and agrees.

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.

IBM has read and proposes the following: "In the event of an audit by the State and any PA, such audits will be conducted on a reasonable basis subject to the availability of IBM resources."

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.

IBM has read and proposes to add the following: "These rights and duties shall terminate two(2) years after the expiration or termination of the Master Agreement."

34. 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

IBM has read and agrees.

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: International Business Machines **Vendor E-Mail:** kasch@us.ibm.com

Address: 4660 La Jolla Village Drive, Suite 300, San Diego, CA 92122

Phone: 720-397-5563 **Fax:** 858-587-5099 **Date:** November 18, 2013

Authorized Signature: 

Typed name of signer: Karen Schneider **Title:** WSCA-NASPO National Program Manager

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Karen Schneider

EMAIL/PHONE: kasch@us.ibm.com / 720-397-5563

For Agency Use Only) Vendor#: _____
 Contract Period: _____

State of Minnesota – Affirmative Action Certification

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 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 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 country, 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 contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: International Business Machines Date: November 18, 2013

Authorized Signature: 

Telephone Number: 720-397-5563

Printed Name: Karen Schneider

Title: WSCA-NASPO National Program Manager

For assistance with this form, contract:

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.n.us

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

Email: compliance.mdhr@state.mn.us

Affirmative Action Certification Page, Revised 8/11 – MDHR



Minnesota Department of
HUMAN RIGHTS

August 20, 2013

IBM CORPORATION (105) SYSTEMS GROUP DEVELOPMENT
ATTN: Colleen Burgess
3039 CORNWALLIS RD
BLDG 002
RESEARCH TRIANGLE PK, NC 27709

Your organization's affirmative action plan has been approved by the Minnesota Department of Human Rights. The department's review of your equal employment opportunity policies and practices indicates compliance with Minnesota Statutes, Sec. 363A.36.

The Certificate of Compliance is enclosed. This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Also enclosed is an Annual Report form to be completed and submitted annually during the certification period whether a state contract has been awarded to you or not. **You must submit reports as required and promptly notify us of any address or status changes.**

If you have any questions, please contact Compliance Services at 651-539-1095 or compliance.mdhr@state.mn.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner
Minnesota Department of Human Rights

Enclosures: Certificate of Compliance
Annual Report Form
Posters (2)

CERTIFICATE OF COMPLIANCE

IBM CORPORATION (105) SYSTEMS GROUP DEVELOPMENT is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 8/20/2013 to 8/20/2015.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155
Tel 651.539.1100 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • www.humanrights.state.mn.us

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 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

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: Karen Schneider *Karen Schneider*
Date: Dec 5 2013
Firm Name: International Business Machines

Subscribed and sworn to me this 05th day of Dec, 2013
By: Karen Schneider
Notary Public: Martin Martinez
My commission expires 06/13/17

[Handwritten Signature]



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

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT:

NAME:	<u>Karen Schneider</u>	TITLE:	<u>WSCA-NASPO National Program Manager</u>
TELEPHONE NUMBER:	<u>720-397-5563</u>	FAX NUMBER:	<u>619-434-4401</u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u>kasch@us.ibm.com</u>

CONTACT PERSON TO EXPEDITE ORDERS (if different from above): IBM provides a team of inside sales representatives to manage the customer orders.

For East contact

NAME:	<u>Russell Boles</u>	TITLE:	<u></u>
TELEPHONE NUMBER:	<u>770-863-1823</u>	FAX NUMBER:	<u>(1-800)-2-IBMFAX or (1-800) 242-6329</u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u>rusboles@us.ibm.com</u>

For West contact

NAME:	<u>Eric Rice</u>	TITLE:	<u></u>
TELEPHONE NUMBER:	<u>770-863-1572</u>	FAX NUMBER:	<u>(1-800)-2-IBMFAX or (1-800) 242-6329</u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u>erice2@us.ibm.com</u>

ORDER ADDRESS: IBM Client Representatives may provide a local IBM addresses to customers or they may use the following address:

STREET/PO BOX:	<u>IBM Corporation IBM State Contracts Team 7100 Highlands Parkway</u>		
CITY/STATE:	<u>Smyrna, GA</u>	ZIPCODE:	<u>30082</u>
TELEPHONE NUMBER:	<u></u>	FAX NUMBER:	<u>(1-800)-2-IBMFAX or (1-800) 242-6329</u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u>contract@us.ibm.com</u>

REMIT-TO ADDRESS: IBM has 3 remit to addresses based on geography. Remittance may be made to the address on the invoice or to the following address:

STREET/PO BOX:	<u>IBM Corporation Lockbox 676673, P.O. Box 676673</u>		
CITY/STATE:	<u>Atlanta, GA</u>	ZIPCODE:	<u>30353-4151</u>
TELEPHONE NUMBER:	<u></u>	FAX NUMBER:	<u></u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u></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: 30% Less than the price quoted to the general public (for reporting purposes only). *

*Average savings estimate is based on calculations of previous annual savings. Note: savings include actual discounted prices which may be *greater* than entitled WSCA discounts, and include a wide product mix. Previous savings average may not be an indicator of future averages if the customer ordered product mix changes significantly.

**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: International Business Machines

Address: 650 Third Avenue South
Minneapolis, MN 55402

Minnesota SWIFT Vendor Registration Number: 0000209042 .

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 FIRM LISTED BELOW:

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)**

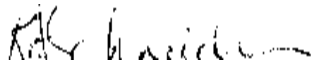
3. Has a business address in the State of Minnesota.

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:	<u>International Business Machines</u>	Date:	<u>November 18, 2013</u>
Authorized Signature:	<u></u>	Telephone:	<u>720-397-5563</u>
Printed Name:	<u>Karen Schneider</u>	Title:	<u>WSCA-NASPO National Program Manager</u>

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

**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 X 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;

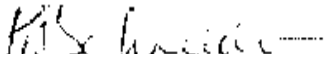
State the type of documentation attached: _____

- _____ 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 [16C.19](#), paragraph (d).

State the type of documentation attached: _____

Name of Company:	<u>International Business Machines</u>	Date:	<u>November 18, 2013</u>
Authorized Signature:	<u></u>	Telephone:	<u>720-397-5563</u>
Printed Name:	<u>Karen Schneider</u>	Title:	<u>WSCA-NASPO National Program Manager</u>

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

**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: International Business Machines

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

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
Section 2B 2	These documents shall be read to be consistent and complementary.	Beginning with the paragraph, "These documents shall be read...", IBM proposes to add the following statement: "IBM licensing agreements contain references to the IBM website for certain licensing terms."
Section 2B 3	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.	This requires mutual agreement of all parties involved. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
Section 2B 5	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.	IBM has read and proposes to add the additional language below: "The assignment of this Agreement, in whole or in part, within the Enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments without obtaining Customer's consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers."
Section 2B 7.1 and 7.2	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	IBM has read and proposes to add the following alternative language: "Confidential information disclosed by either party shall be subject to the Agreement for Exchange of Confidential Information between IBM and the State of Minnesota. For the other Participating Entities IBM proposes that the respective parties mutually agree to a separate Agreement for Confidential Information if there is not one already in place

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	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.	between the parties.”
Section 2B 7.3	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	IBM has read and proposes to delete the word “will” in the second line and substitute the word “may”.
Section 2B 9a	<ul style="list-style-type: none"> i. Nonperformance of contractual requirements; 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 	IBM proposes to add the word “material” after the word “of” in i; and add the words “knowingly or intentionally” after the word “be” in iii.
Section 2B 9b	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.	IBM proposes, in the last sentence after the word “damages”, to add: “as mutually agreed by the parties”.
Section 2B 9c	iii. Impose liquidated damages as provided in this Master Agreement; and	IBM proposes, in iii after the word “damages”, to add “as mutually agreed by the parties”.
Section 2B 9d	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	IBM proposes to add the following sentence to the end of this Section: “Notwithstanding any provision to the contrary, any remedies available to a Purchasing Entity shall be subject to the Limitation of Liability provision in the Master Agreement.”
Section 2B 10	<p>DELIVERY.</p> <p>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.</p>	<p>IBM has read and proposes the following alternative language:</p> <p>“For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or Customer’s designated location. Thereafter, Customer assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer’s designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure.”</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
Section 2B 12	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.	IBM proposes to add the following sentence: "Venue for certain claims or disputes may be in a Federal Court subject to proper jurisdiction."
Section 2B 17	<p>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.</p> <p>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:</p> <p>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;</p> <p>b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.</p> <p>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.</p>	<p>IBM proposes: the following alternative language: "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.</p> <p>Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:</p> <p>a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;</p> <p>b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.</p> <p>Contract Vendor shall pay premiums on all insurance policies.</p> <p>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. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.</p> <p>Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement."</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	<p>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.</p> <p>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.</p> <p>Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.</p>	
Section 2B 20	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	IBM has read and proposes in the last sentence to delete the phrase beginning with the word "of" - of the Participating Entity's State.
Section 2B 24	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.	IBM has read and proposes alternative language: Delete "After 45 days" and replace with: "After 30 days the Contract Vendor may access overdue account charges."
Section 2B 26	The Contractor shall maintain	IBM proposes the following: in the second

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	<p>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.</p>	<p>paragraph, third line, insert the words "reasonably and" after the word "shall"; at the end of the second paragraph add the following sentences: "Audits are limited to no more than one audit on an annual basis. In no event shall any audit include the confidential financial information of the Contractor."</p>
Section 2B 27 D	<p>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.</p>	<p>IBM proposes alternative language beginning with the 2nd sentence, section D: "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. "</p>
Section 2B 28	<p>STANDARD OF PERFORMANCE AND ACCEPTANCE. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). Standards of Performance and Acceptance Testing may be negotiated by the Participating Entity. 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)</p>	<p>IBM has read and proposes alternative language: Acceptance of IBM Products shall occur at delivery to the Purchasing Entity. Acceptance of Services shall be in accordance with the Transaction Document as mutually agreed between the Parties.</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	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 unless otherwise negotiated with the Participating Entity and Contractor.	
Section 2B 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.	IBM has read and proposes the following language: "IBM Products are sold in accordance with and subject to their standard warranty provisions."
Section 2B 30	<p>TITLE OF PRODUCT. OWNERSHIP</p> <p>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.</p> <p>b. Rights, Title and Interest. All rights, title, and interest in all of</p>	<p>IBM has read and proposes the following language:</p> <p>Materials – literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that IBM may deliver to Customer as part of a Service. The term "Materials" does not include Programs, Machine Code, or other items available under their own license terms or agreements.</p> <p>An Attachment or Transaction Document will specify Materials to be delivered to Customer and identify them as "Type I Materials," "Type II Materials," or otherwise as both parties agree. If not specified, Materials will be considered Type II Materials.</p> <p>Customer will own the copyright in Materials created as part of a Service that are identified as "Type I Materials" and each such Material will constitute a "work made for hire" to the extent permissible under U.S. copyright law. If any such Materials are not works made for hire under applicable law, IBM assigns the ownership of copyrights in such Materials to Customer. Customer grants IBM an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Type I Materials.</p> <p>IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials. IBM grants Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer's Enterprise only) copies of Type II Materials.</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	<p>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.</p> <p>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.</p>	<p>IBM or its suppliers retains ownership of the copyright in any of IBM's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of such works that may be made under this Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to Customer, if any, or otherwise as Type II Materials.</p> <p>Upon Acceptance relative to section 28 above and ROL and Rev rec 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.</p> <p>OWNERSHIP</p> <p>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.</p> <p>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.</p> <p>c. Notwithstanding the above, the Purchasing</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
		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.
Section 2B 32	<p>WARRANTY. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) 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 so ordered by the court.</p>	<p>IBM has read and proposes the following alternative language:</p> <p>Warranty for IBM Machines</p> <p>IBM warrants that each IBM Machine is free from defects in materials and workmanship and conforms to its Specifications.</p> <p>The warranty period for an IBM Machine is a fixed period commencing on its Date of Installation and specified in a Transaction Document. During the warranty period, IBM provides repair and exchange Service for the IBM Machine, without charge, under the type of Service IBM designates for the IBM Machine. If an IBM Machine does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Customer may return it to IBM for a refund.</p> <p>Warranty for ICA Programs</p> <p>IBM warrants that each warranted ICA Program, when used in the Specified Operating Environment, will conform to its Specifications.</p> <p>During the warranty period, IBM provides defect-related Program Services without charge. Program Services are available for a warranted ICA Program for at least one year following its general availability. The warranty period for an ICA Program expires when its Program Services are no longer available.</p> <p>If an ICA Program does not function as warranted during the first year after Customer obtains its license and IBM is unable to make it do so, Customer may return the ICA Program and the charges Customer paid for the license will be refunded. To be eligible, Customer must have obtained its license while Program Services (regardless of the remaining duration) were available for the ICA Program.</p> <p>Warranty for IBM Services</p> <p>IBM warrants that it performs each IBM Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document. Customer agrees to provide timely written notice of any failure to comply with this warranty so that IBM can take corrective action.</p> <p>Warranty for Systems</p> <p>When IBM specifies in an Attachment or Transaction Document that it is providing Products</p>

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
		<p>to Customer that are intended to operate together as a system, IBM warrants that those Products are compatible and, when installed in accordance with their Specifications, will operate with one another. This warranty is in addition to IBM's other applicable warranties.</p> <p>Extent of Warranty</p> <p>If a Machine is subject to federal or state consumer warranty laws, IBM's statement of limited warranty included with the Machine applies in place of these Machine warranties.</p> <p>The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by Customer or a third party, or failure or damage caused by a product for which IBM is not responsible. The warranty for IBM Machines is voided by removal or alteration of Machine or parts identification labels.</p> <p>THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.</p> <p>Items Not Covered by Warranty</p> <p>IBM does not warrant uninterrupted or error-free operation of a Product or Service or that IBM will correct all defects.</p> <p>IBM will identify IBM Machines and ICA Programs that it does not warrant.</p> <p>Unless otherwise specified in an Attachment or Transaction Document, IBM provides Materials, non-IBM Products (including those provided with, or installed on, an IBM Machine at Customer's request), and non-IBM Services WITHOUT WARRANTIES OF ANY KIND. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to Customer. Warranties, if any, for Other IBM Programs and Non-IBM Programs may be found in their license agreements.</p>
Section 2C 5	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	IBM has read and proposes to add the language: "The Contract Vendor shall, when requested, present information to State agency customers regarding product compliance with State requirements regarding the Americans with Disabilities Act (ADA), the Nonvisual Access

SECTION REFERENCE	ORIGINAL TERM	ALTERNATE LANGUAGE SUGGESTION
	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.	Standards (Minn. Stat. Ch.. 16C1146, and the Energy Star Standards. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C1146), and the Energy Star Standards . In the event the catalog or other marketing materials do not contain this information, the Contract Vendor shall, upon request, and to the extent such information is available, provide it to the State Agency members."
Section 2C 6	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 reasonably cooperate 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.	IBM has read and proposes alternative language: "Subject to mutual agreement between the parties on the scope of services, certain services may be performed for additional fees."
Section 2C 7	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.	IBM has read and proposes alternative language: "Subject to mutual agreement between the parties on the scope of services, certain services may be performed for additional fees."
Section 2C 10	Contract Vendor agrees to provide information upon request regarding adherence to the Federal Conflict Minerals Trade Act. See:	IBM has read and proposes to add the language "To the best of Contract Vendors knowledge and belief."
Section 2C 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	IBM has read and proposes to delete the phrase after the word "response", and replace with: "and agrees to indemnify"

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	<p>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.</p>	
Section 2C 14	<p>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.</p>	<p>IBM proposes to delete the first sentence in the last paragraph and replace with: "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."</p>
Section 2C 15	<p>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.</p>	<p>IBM has read and proposes to add the language "To the best of Contract Vendors knowledge and belief."</p>
Section 2C 17	<p>The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the</p>	<p>IBM has read and proposes the following alternative language:</p>

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	<p>Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal 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>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 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</p>	<p>"Limitation of Liability</p> <p>Items for Which IBM May Be Liable</p> <p>Circumstances may arise where, because of a default on IBM's part or other liability, Customer is entitled to recover damages from IBM. Regardless of the basis on which Customer is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Product or Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of \$100,000, or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim. For purposes of this Limitation of Liability section, the term "Product" also includes Materials and Machine Code.</p> <p>This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible. The following amounts are not subject to a cap on the amount of damages:</p> <ol style="list-style-type: none"> payments referred to in the Intellectual Property Protection section above; and damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable. <p>Items for Which IBM Is Not Liable</p> <p>Except as expressly required by law without the possibility of contractual waiver, under no circumstances is IBM, its subcontractors, or Program developers liable for any of the following even if informed of their possibility:</p> <ol style="list-style-type: none"> loss of, or damage to, data; special, incidental, exemplary, or indirect damages or for any economic consequential damages; or lost profits, business, revenue, goodwill, or anticipated savings. <p>This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Master Agreement.</p> <p>For purposes of this Intellectual Property Protection section, the term "Product" also includes Materials and Machine Code.</p> <p>Third Party Claims</p> <p>If a third party asserts a claim against Customer that an IBM Product that IBM provides to Customer under this Agreement infringes that party's patent or copyright, IBM will defend Customer against that claim at IBM's expense and pay all costs,</p>

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	<p>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>damages, and attorney's fees that a court finally awards against Customer or that are included in a settlement approved in advance by IBM, provided that Customer:</p> <ol style="list-style-type: none"> promptly notifies IBM in writing of the claim; allows IBM to control, and cooperates with IBM in, the defense and any related settlement negotiations; and is and remains in compliance with the Product's applicable license terms and Customer's obligations under section 1.9.2 (Remedies) below. <p>Remedies</p> <p>If such a claim is made or appears likely to be made, Customer agrees to permit IBM, in IBM's discretion, either to i) enable Customer to continue to use the Product, ii) modify it, or iii) replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, then on IBM's written request, Customer agrees to promptly return the Product to IBM and discontinue its use. IBM will then give Customer a credit equal to:</p> <ol style="list-style-type: none"> for a Machine, Customer's net book value calculated according to generally-accepted accounting principles; for an ICA Program, the amount Customer paid IBM for the Program's license or 12 months' charges (whichever is less); and for Materials, the amount Customer paid IBM for the creation of the Materials. <p>Claims for Which IBM is Not Responsible</p> <p>IBM has no obligation regarding any claim based on any of the following:</p> <ol style="list-style-type: none"> anything provided by Customer or a third party on Customer's behalf that is incorporated into a Product or IBM's compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf; a Product's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product, to the extent a claim could have been avoided by using the current release or version; any modification of a Product made by Customer or by a third party on Customer's behalf or the combination, operation, or use of a Product with any other Product, hardware device, program, data, apparatus, method, or process; the distribution, operation or use of a Product outside Customer's Enterprise; or

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		<p>e. a non-IBM Product or an Other IBM Program. This Intellectual Property Protection section states IBM's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims."</p>
Section 2C 18	<p>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.</p>	<p>IBM has read and proposes to delete the last sentence: "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."</p>
Section 2C 20	<p>These standards 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.</p>	<p>IBM has read and proposes to add the language "To the best of Contract Vendors knowledge and belief. The Contract Vendor shall, when requested, present information to State agency customers regarding product compliance with State requirements regarding the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch.. 16CI1146, and the Energy Star Standards. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16CI146), and the Energy Star Standards . In the event the catalog or other marketing materials do not contain this information, the Contract Vendor shall, upon request, and to the extent such information is available, provide it to the State Agency members."</p>
Section 2C 22	<p>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.</p>	<p>IBM has read and proposes to replace the word "warrants" with the word "represents" in the first sentence.</p>
Section 2C 30	<p>The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by</p>	<p>IBM has read and proposes the following: "For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Customer or</p>

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	the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.	Customer's designated location. Thereafter, Customer assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for Customer, covering the period until it is delivered to Customer or Customer's designated location. For any loss or damage, Customer must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure."
Section 2C 32	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.	IBM has read and proposes the following: "In the event of an audit by the State and any PA, such audits will be conducted on a reasonable basis subject to the availability of IBM resources."
Section 2C 33	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.	IBM has read and proposes to add the following: "These rights and duties shall terminate two(2) years after the expiration or termination of the Master Agreement."

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 that 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.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
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.				
1.1.1	<p>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"> ▪ 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.) ▪ 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 the additional requirements for media.) ▪ 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. ▪ 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. ▪ CAPTCHA: If the purpose of 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. 	Y	Y	Non-text elements on ibm.com have correct alt text

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	<ul style="list-style-type: none"> Decorative, 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. 			
Guideline 1.2 Time-based Media: Provide alternatives for time-based media.				
1.2.1	<p>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"> Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. 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. 	N	Y	MN WSCA-NASPO ibm.com site does not currently use audio or video, however ibm.com guidelines mandate correct usage of captioning for audio and video.
1.2.2	<p>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>	N	Y	Not currently used on WSCA-NASPO sites, but when videos are used on ibm.com, correct captioning or media alternative for text are provided.
1.2.3	<p>Audio Description or Media Alternative (Prerecorded): 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>	N	Y	Not currently used on WSCA-NASPO sites, but when videos are used on ibm.com, correct captioning or media alternative for text are provided.
1.2.4	<p>Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>	N	Y	Not currently used on WSCA-NASPO sites.
1.2.5	<p>Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)</p>	N	Y	Not currently used on WSCA-NASPO sites, but when videos are used on ibm.com, correct captioning or media alternative for text are provided.
1.2.6	<p>Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)</p>			
1.2.7	<p>Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow</p>			

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			

VPAT

Web Content Accessibility Guidelines 2.0 level AA

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)	Y	Y	ibm.com pages are coded using correct tags that affect meaning of formatted content.
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)	Y	Y	ibm.com pages are coded using correct tags that affect meaning of formatted 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)	Y	Y	ibm.com pages are coded using correct tags that affect meaning of formatted content.
Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.				
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)	Y	Y	ibm.com does not use color only to indicate information.
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)	N	Y	We do not currently use audio, but audio players are available meet this requirement.
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least	Y	Y	All standard ibm.com fonts and

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> ▪ Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; ▪ 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. ▪ Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			styles meet accessibility requirements.
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)	Y	Y	All standard ibm.com fonts and styles meet accessibility requirements.
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) <ul style="list-style-type: none"> ▪ Customizable: The image of text can be visually customized to the user's requirements; ▪ Essential: A particular presentation of text is essential to the information being conveyed. 	Y	Y	Images are not used exclusively to convey information.
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) <ul style="list-style-type: none"> ▪ Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; ▪ 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. ▪ Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> ▪ No Background: The audio does not contain background sounds. ▪ Turn Off: The background sounds can be turned off. 			

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	<ul style="list-style-type: none"> ▪ 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 			
1.4.8	<p>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"> ▪ Foreground and background colors can be selected by the user. ▪ Width is no more than 80 characters or glyphs (40 if CJK). ▪ Text is not justified (aligned to both the left and the right margins). ▪ 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. ▪ 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. 			
1.4.9	<p>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>			

VPAT

Web Content Accessibility Guidelines 2.0 level AA

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

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.				
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)	Y	Y	Pages are tagged to allow for keyboard navigation.
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)	Y	Y	Pages are tagged to allow for keyboard navigation.
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)			
Guideline 2.2 Enough Time: Provide users enough time to read and use content.				
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) <ul style="list-style-type: none"> ▪ Turn off: The user is allowed to turn off the time limit before encountering it; or ▪ 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 ▪ 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 ▪ 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 ▪ Essential Exception: The time limit is essential and extending it would invalidate the activity; or ▪ 20 Hour Exception: The time limit is longer than 20 hours. 	N	Y	Time sensitive content is not currently used on WSCA-NASPO site but if it is used in future, it would then be implemented according to the standards.
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)	Y	Y	Moving, blinking, scrolling, or auto-updating information

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	<ul style="list-style-type: none"> 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 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. 			is used rarely and when used users can stop or pause the content.
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)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
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)	Y	Y	ibm.com pages are compliant by not using rapid flashing content.
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)	Y	Y	ibm.com templates use correct tagging to accomplish this.
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)	Y	Y	ibm.com pages have valid page 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)	Y	Y	Standard navigation code is used to allow for sequential navigation.
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.	Y	Y	Link names provide meaningful text for users.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	(Level A)			
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)	Y	Y	ibm.com utilizes Related links and a persistent Search function in masthead of all pages.
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)	Y	Y	Headings and labels are used correctly to describe purpose.
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)	Y	Y	Keyboard focus is highlighted indicating position.
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
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)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

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

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 3.1 Readable: Make text content readable and understandable.				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)	Y	Y	Pages are coded with correct language tags.
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)	N	Y	We can implement this if other languages are required on a page.
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)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			
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			

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
	not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
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)			
Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)	Y	Y	Simply focusing on a part, link, etc., does not create action. Users must activate the link to change context.
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)	Y	Y	Submit (and/or Go) buttons are used to initiate a change of context.
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)	Y	Y	Consistent navigation elements are used, logo in masthead, left nav, or tab navigation, and persistent search box in masthead of all pages.
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)	Y	Y	All pages have standard ibm.com mastheads with "home" logo, search field.
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)			
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.				
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)	Y	Y	If errors are found in form submission, then "error" text is presented with a description of the error.
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)	Y	Y	All input fields include labels or instructions.
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)	N	Y	Not currently used on WSCA-NASPO site. but if applications can detect a suggestion

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
				for correction, then those are provided, e.g., in search results.
3.3.4	<p>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"> ▪ Reversible: Submissions are reversible. ▪ Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. ▪ Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 	Y	Y	Mechanisms are in place for users to review, confirm, and correct before making submission.
3.3.5	Help: Context-sensitive help is available. (Level AAA)			
3.3.6	<p>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"> ▪ Reversible: Submissions are reversible. ▪ Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. ▪ Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			

VPAT

Web Content Accessibility Guidelines 2.0 level AA

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

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.				
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)	Y	Y	ibm.com pages are coded using correct markup languages and tags.
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)	Y	Y	ibm.com pages are coded using correct markup languages and tags.

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>PROPOSED BANDS. 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"> <input type="checkbox"/> Band 1: Desktop <input type="checkbox"/> Band 2: Laptop <input type="checkbox"/> Band 3: Tablet <input checked="" type="checkbox"/> Band 4: Server <input checked="" type="checkbox"/> Band 5: Storage <input type="checkbox"/> Band 6: Ruggedized Devices <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"/>
2	<p>MANUFACTURER VERIFICATION. 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> <p>Warranty for IBM Machines</p> <p>IBM warrants that each IBM Machine is free from defects in materials and workmanship and conforms to its Specifications.</p> <p>The warranty period for an IBM Machine is a fixed period commencing on its Date of Installation and specified in a Transaction Document. During the warranty period, IBM provides repair and exchange Service for the IBM Machine, without charge, under the type of Service IBM designates for the IBM Machine. If an IBM Machine does not function as warranted during the warranty period, and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Customer may return it to IBM for a refund.</p> <p>Warranty for ICA Programs</p> <p>IBM warrants that each warranted ICA Program, when used in the Specified Operating Environment, will conform to its Specifications.</p> <p>During the warranty period, IBM provides defect-related Program Services without charge. Program Services are available for a warranted ICA Program for at least one year following its general availability. The warranty period for an ICA Program expires when its Program Services are no longer available.</p> <p>If an ICA Program does not function as warranted during the first year</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>after Customer obtains its license and IBM is unable to make it do so, Customer may return the ICA Program and the charges Customer paid for the license will be refunded. To be eligible, Customer must have obtained its license while Program Services (regardless of the remaining duration) were available for the ICA Program.</p> <p>Warranty for IBM Services</p> <p>IBM warrants that it performs each IBM Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Agreement, an Attachment, or a Transaction Document. Customer agrees to provide timely written notice of any failure to comply with this warranty so that IBM can take corrective action.</p> <p>Warranty for Systems</p> <p>When IBM specifies in an Attachment or Transaction Document that it is providing Products to Customer that are intended to operate together as a system, IBM warrants that those Products are compatible and, when installed in accordance with their Specifications, will operate with one another. This warranty is in addition to IBM's other applicable warranties.</p> <p>Extent of Warranty</p> <p>If a Machine is subject to federal or state consumer warranty laws, IBM's statement of limited warranty included with the Machine applies in place of these Machine warranties.</p> <p>The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by Customer or a third party, or failure or damage caused by a product for which IBM is not responsible. The warranty for IBM Machines is voided by removal or alteration of Machine or parts identification labels.</p> <p>THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.</p> <p>Items Not Covered by Warranty</p> <p>IBM does not warrant uninterrupted or error-free operation of a Product or Service or that IBM will correct all defects.</p> <p>IBM will identify IBM Machines and ICA Programs that it does not warrant.</p> <p>Unless otherwise specified in an Attachment or Transaction Document, IBM provides Materials, non-IBM Products (including those provided with, or installed on, an IBM Machine at Customer's request), and non-IBM Services WITHOUT WARRANTIES OF ANY KIND. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to Customer. Warranties, if any, for Other</p>		

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>IBM Programs and Non-IBM Programs may be found in their license agreements.</p> <p>Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose non-conformance 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 subject to the Limitation of Liability provision herein.</p>		
3	<p>THIRD PARTY PRODUCTS. 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 3A6in accordance to WSCA-NASPO warranty term.</p> <p>IBM is not proposing third party products at this time; we propose IBM and/or IBM branded products.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4	<p>PRODUCT RESTRICTIONS. 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.</p> <p>IBM will establish a web site for each Participating Addendum. On that web site, IBM will maintain a product price list as the official list of all products included/excluded on that specific Participating Addendum. All IBM and Business Partners will be notified that this is the sole location of official information. If products are not found on that Participating Addendum's web site, the WSCA-NASPO Program Manager is to be contacted for further instructions.</p> <p>The IBM WSCA-NASPO Program Manager will follow the appropriate steps to review and correct any web site errors, or to submit a proposed addition of products/services to WSCA-NAPSO if required.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
5	<p>MAINTAINING THE PRODUCT AND SERVICE SCHEDULE (PSS). 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</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>information:</p> <ul style="list-style-type: none"> ▪ Band number ▪ Category ▪ Product Brand ▪ Item number ▪ Item description ▪ List Price ▪ Discount provided ▪ Discounted price <p>PSS is to be maintained as follows:</p> <ol style="list-style-type: none"> 1. The PSS prices for Products and services will conform to the guaranteed minimum discount with categorized exception levels 2. The Contract Vendor may make model changes; add new Products, and Product upgrades or Services to the PSS. 3. The Contract Vendor agrees to delete obsolete and discontinued Products from the PSS 4. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. <p>The state reserves the right to make PSS format changes throughout the life of the master agreement.</p> <p>IBM has read and understands; format changes need to be mutually agreed to by the Vendor. Vendor will do its best to accommodate all change requests.</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>		
6	<p>WARRANTY.</p> <p>The Contract Vendor(s) shall provide the warranty service and maintenance for all equipment, including third party products provided. The responder must take legal responsibility of warranty. This means the Contract Vendor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. Proof of this relationship could be provided by a binding agreement between the Responder and some other entity, outlining this relationship and assigning required responsibilities. Describe in detail how the responder will secure warranty for all products and services.</p> <p>IBM provides Warranty services (please see response to 3A #2), and users may access our Warranty Lookup website for information on their particular system(s) by entering the machine type and serial number. http://www-947.ibm.com/support/entry/portal/wlup</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
7	<p>LEASING. Individual Participating States and Participating Entities may enter in to lease agreements for the products covered in the contracts resulting from the RFP, if they have the legal authority to</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	enter into these types of agreements. The terms of these agreements are dictated by each State.		
8	DELIVERY. Delivery of ordered product shall 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"/>
9	FREIGHT. 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. In most cases, there will be no charge for inside delivery. 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.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
10	VENDOR PERFORMANCE MEETING. An annual vendor performance meeting may be held each year with the WSCA-NASPO Sourcing Team. Attendance by the Contract Vendor is mandatory. Historically vendor performance meetings have been held in the State of Minnesota.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
11	<p>AUDITING. Contract Vendors are subject to third party audits to ensure products sold, pricing and administrative fees are compliant with contract terms and conditions. In addition, Contract Vendors must comply with all third party audits and periodic spot audits requested by the WSCA-NASPO Contract Administrator and individual Participating States.</p> <p>Responders must describe:</p> <ul style="list-style-type: none"> ▪ how the responder audits the contract to ensure compliance IBM performs a quarterly audit, checking invoicing against web pricing, under the applicable WSCA-NASPO member's Product and Services Schedule (PSS). The invoice selection will be random but designed, over time, to test all product categories and geographic regions. IBM is committed to promptly responding to and resolving any customer inquiries regarding price and invoicing. ▪ how an end user will be able to self audit to ensure quotes provided are at the minimum discount off list price End user goes into the IBM web site for their state/local entity for the WSCA-NASPO Participating Addendum. and checks the products quoted against the website. If the product price list on the website is dated. and if the purchase order is older than the date of the product price list, the end user may contact the IBM contract administrator for the product price file in place at the time of the purchase order. ▪ how often the web pricing and invoicing is audited to insure contractual compliance. IBM is committed to bimonthly minimum updating providing our customers with accurate, timely information about our products and prices, both on the web and through our invoices. To facilitate accurate web pricing and invoicing, IBM uses an ongoing quality 		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>assurance process. This incorporates a number of internal tools enabling a multi-layer system of checks and balances with 4 points of control. The IBM WSCA-NASPO account team manages the contractual pricing structure and any appropriate changes through the life of the WSCA-NASPO agreement. The IBM operations team is next responsible to correctly maintain discounts in the automated price engine data base, which is an ASCA-certified price tool. The Approval from Finance Pricing Compliance provides a second point of price validation and, upon completion, the information is then made available for rendering to IBM's WSCA-NASPO web site. Access to the pricing engine is restricted to only a limited number of IBM personnel. This helps protect overall data integrity and facilitates synchronization between contractual prices and what users see on the IBM web site.</p> <p>Two additional control points are performed on a monthly basis. The first is a random test by an IBM review board to monitor price tool performance and accuracy. Finally the audit compliance team does a separate random sampling to check pricing precision. Ultimately, the entire IBM WSCA-NASPO account team is accountable to WSCA-NASPO customers to provide accurate information on the web and through invoices.</p> <ul style="list-style-type: none"> ▪ reporting mechanisms available such as Invoice reports which will assist in State's ability to audit the contract through vendor supplied reporting tools. <p>IBM provides WSCA-NASPO Headquarters with a monthly contract revenue report that includes invoice numbers and dates, product numbers and descriptions, unit list and net price, and total net price. IBM can assist a State with audits as requested.</p> <ul style="list-style-type: none"> ▪ how the responder ensure that States with multiple contracts are monitored to ensure purchases are correctly booked with the correct contract. <p>IBM Sales Transaction Support (STS), during Firm Order Process, ensures the correct contract is being used, checking prices and ensuring the correct contract terms and conditions are used on the transaction. Questions get sent to the WSCA-NASPO Contract Specialist, the WSCA-NASPO Program Manager, or other members of the Public Sector team.</p>		
12	<p>SELF AUDIT QUARTERLY: Vendors are required to conduct a quarterly self-audit. The audit will sample 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 WSCA-NASPO with actions to correct documented findings.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
13	<p>PREFERENCE PROGRAMS. Responders must describe their experience and capacity to meet Minority and Women Business Enterprise (MWBE) 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.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

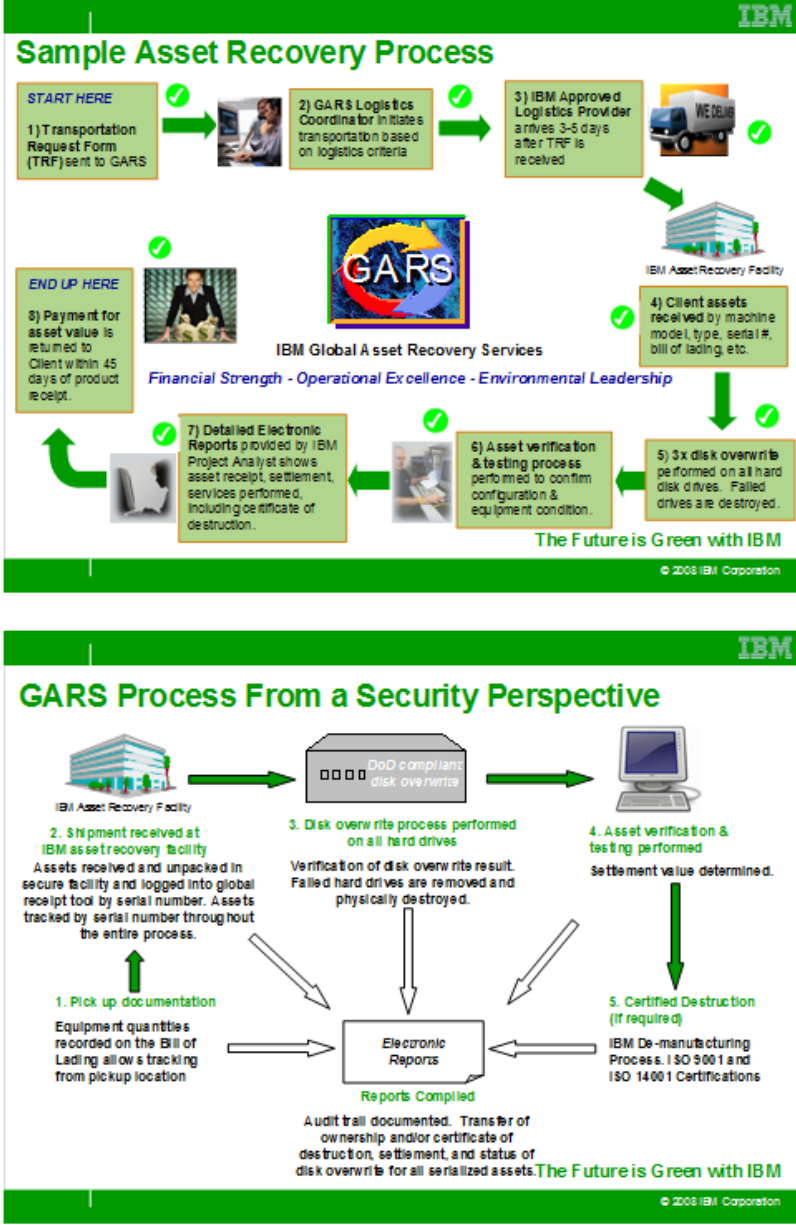
A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>IBM received the National Corporation Of the Year from the National Minority Supplier Development Council (NMSDC) on Oct 30, 2013. IBM was also the recipient of this prestigious award in 2005. This award is possible in part due to the commitment of IBM to support diverse business.</p> <p>The policy of the IBM Corporation is to provide diverse businesses the opportunity to participate in all areas of IBM's marketing, procurement, and contracting activities. This policy applies to all firms or institutions regardless of the business owner's race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age, or status as a special disabled veteran or other veteran. Establishing the direction for IBM is our Corporate Policy, IBM's Commitment to diverse business relationships. Supplier diversity, workplace diversity and the small and medium business brand sales comprise IBM's total diversity program.</p> <p>IBM Global procurement manages aggressive programs that promote the identification, maintenance and growth of relationships with diverse business enterprises. IBM's Global Procurement Policy and Practices supports diversity and requires the utilization of diverse suppliers and provides maximum practicable opportunities for certified minority and women-owned business enterprises to participate in the performance of our contracts. IBM's industry leading supplier diversity program manages global procurement's determination of expenditure goals, monitors performance to goals and reviews results with senior executives.</p> <p>The results of IBM's supplier diversity initiatives have been substantial. Since the 1968 inception of the Minority and Women-Owned Development Program, contracts exceeding \$8 billion have been awarded to our servicing subcontractors. While IBM is proud of its accomplishments, methods to assist with the development, growth and utilization of these businesses are continually assessed. IBM exceeded \$1B in spend with diverse suppliers in 2000. As a result, IBM became and remains the only IT Company that has made the Million Dollar Roundtable. In 2005, we achieved another significant milestone with \$2B in spend with diverse suppliers.</p> <p>Additional information on IBM's Global Procurement Organization and Supplier Diversity can be found on our Internet page: http://www-1.ibm.com/procurement .</p>		
14	<p>GEOGRAPHIC OFFERING. While the primary purpose of this solicitation is to select a Responder(s) 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>Responders must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. The proposal must identify at least one State. If a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State. The option to grow the business to other States may be allowed upon approval of the WSCA-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"/>

A	RESPONSE REQUIREMENTS: BUSINESS	M = MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
15	<p>CONTRACT TERMINATION. Upon termination or expiration of the Master Agreement awarded from this RFP the following will occur:</p> <ul style="list-style-type: none"> ▪ 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. IBM has read and agrees. ▪ 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 contract administrator. With the exception of information required to be maintained for audit purposes such as Purchase Order, invoicing, etc. IBM has read and agrees. ▪ No references to the Master Agreement shall be made on the Contract Vendor's commercial website without permission by the WSCA-NASPO Contract Administrator. IBM has read and agrees. ▪ Hard copy catalogs and promotional literature shall be destroyed or returned to the Participating State at the end of the contract term upon the request of the Participating State. IBM has read and agrees. ▪ All invoicing disputes and/or order tracking will be conducted through the Contract Vendor's Customer Service Unit via telephone or email. IBM has read and agrees. 		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
16	<p>PREMIUM SAVINGS PACKAGE PROGRAM. 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. If responder intends to participate in the PSP Program, 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 type="checkbox"/> NO <input checked="" type="checkbox"/>
17	<p>PROMOTIONS: 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> <p>As promotions suitable for WSCA-NASPO are made available, the IBM web sites for those states with a current IBM Participating Addendum will be updated to showcase the current promotion(s). IBM usually utilizes the 'hero' spot at the top of the individual IBM brands offer promotions and provide specific details on the promotions. Other social media options may also be utilized by the IBM sales representatives to ensure state & local government customers are aware of such promotions.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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>ENVIRONMENTALLY PREFERRED PURCHASING COMMITMENT. Responder must explain their commitment to environmentally preferable purchase specifically in the areas below.</p> <p>a. End of life management: Include information regarding take back, recycling and trade in programs available</p> <p>IBM Global Asset Recovery Solutions (GARS), an offering from IBM Global Financing, offers a suite of solutions that include buyback and disposal options for your retired IT equipment. Our proven methods, from more than 30 years of experience, facilitate safe and proper disposition of retired equipment. IBM's processes focus on the critical factors most recommended by independent analysts. These leading practices cover economic, environmental, legal and data security factors. Some examples include:</p> <ul style="list-style-type: none"> - IBM's facilities utilize an ISO 14001 certified environmental management system to monitor compliance with all laws and regulations. - Our ISO 9001 manufacturing process provides a framework to enable IBM to follow leading edge practices for disposition. - IBM provides electronic reporting by asset serial number to enable our client to have an audit trail for all serialized assets processed through IBM's Asset Recovery Solutions. We can provide the reports in multiple file formats to assist with updating the existing asset management system. <p>Our experience in refurbishing, remarketing and disposing of IT equipment helps to drive maximum value for your marketable assets. At the same time, our financial strength, documented processes and audit controls help keep costs down while meeting environmental regulations applicable to the disposal of IT equipment.</p> <p>IBM is committed to protecting your IT assets. Throughout the asset recovery process, IBM maintains the appropriate chain of custody documentation by asset serial number, and the results of critical processes are recorded in audit-compliant reports and provided to the client upon completion.</p> <p>IBM processes an estimated 40,000 machines per week across centers around the world. Over 85% of the machines returned to IBM remanufacturing operations are resold/reused. From 2002 through 2007, Global Asset Recovery Services harvested over 12.7 million parts for either internal reuse or external sale. In a recent four year period, IBM has resold/reused over 4.6 million machines. IBM has extensive experience in handling retired IT equipment and we would welcome the opportunity to partner with you in handling your specific disposal requirements.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	 <p>Sample Asset Recovery Process</p> <p>START HERE</p> <ol style="list-style-type: none"> 1) Transportation Request Form (TRF) sent to GARS 2) GARS Logistics Coordinator initiates transportation based on logistics criteria 3) IBM Approved Logistics Provider arrives 3-5 days after TRF is received <p>END UP HERE</p> <ol style="list-style-type: none"> 3) Payment for asset value is returned to Client within 45 days of product receipt. <p>IBM Global Asset Recovery Services Financial Strength - Operational Excellence - Environmental Leadership</p> <ol style="list-style-type: none"> 4) Client assets received by machine model, type, serial #, bill of lading, etc. 5) 3x disk overwrite performed on all hard disk drives. Failed drives are destroyed. 6) Asset verification & testing process performed to confirm configuration & equipment condition. 7) Detailed Electronic Reports provided by IBM Project Analyst shows asset receipt, settlement, services performed, including certificate of destruction. <p>The Future is Green with IBM © 2008 IBM Corporation</p> <hr/> <p>GARS Process From a Security Perspective</p> <ol style="list-style-type: none"> 1. Pick up documentation: Equipment quantities recorded on the Bill of Lading all over tracking from pickup location 2. Shipment received at IBM asset recovery facility: Assets received and unpacked in secure facility and logged into global receipt tool by serial number. Assets tracked by serial number throughout the entire process. 3. Disk overwrite process performed on all hard drives: Verification of disk overwrite result. Failed hard drives are removed and physically destroyed. 4. Asset verification & testing performed: Settlement value determined. 5. Certified Destruction (if required): IBM De-manufacturing Process, ISO 9001 and ISO 14001 Certifications <p>Electronic Reports Reports Compiled</p> <p>Audit trail documented. Transfer of ownership and/or certificate of destruction, settlement, and status of disk overwrite for all serialized assets.</p> <p>The Future is Green with IBM © 2008 IBM Corporation</p>		
b.	<p>Environmental solutions: 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 /</p>		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>elimination of hazardous materials i.e.; mercury and lead.</p> <p>See IBM response to Environmental Improvement below.</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, complication to upgrade.</p> <p>IBM developed it's Packaging Guidelines in 1990 and they are updated periodically. The Guidelines called for the banning of ozone-depleting chemicals and heavy metals from IBM's packaging and the elimination of polybrominated biphenyls and polybrominated biphenyl oxides from all its packaging, all of which were accomplished a number of years ago. The Guidelines also provide direction on minimizing toxic elements in packaging materials, identifying methods, process and designs to reduce packaging volume, and promoting the use of packaging materials that are reusable, recyclable and/or contain recycled content.</p> <p>The key elements of IBM's Packaging Guidelines have been embedded into various Engineering Specifications, which extends their reach beyond IBM to include its supply chain and other business partners. In addition to the avoidance of the hazardous chemicals listed above, IBM has gone well beyond the legal requirements in packaging. The following are some examples of the company's accomplishments:</p> <ul style="list-style-type: none"> • banned the use of polyvinyl chloride (PVC) in our packaging • banned the use of free flowing cushioning materials (such as "plastic peanuts") • banned the use of permanently commingled but dissimilar materials except in cases where they're part of reusable packaging designs or where technically required to facilitate product quality (example: static shielding bags). This improves the recyclability of IBM's packaging when no longer in use. • developed a chart of environmentally preferable packaging materials and graded them into four categories: 1) Green (Best, Expand usage), 2) Yellow (Acceptable), Red (Poor, avoid), Black (banned completely). This has been added to IBM's General Packaging Specification and therefore applies to both the company's suppliers and IBM. The goal is to move up the chart as much as possible. <p>CORPORATE— detail program company has in place regarding sell/procurement of refurbished/remanufactured products.</p> <p>Please see Take Back program above. IBM also sells refurbished products under separate warranty. Such products are not currently offered under the WSCA-NASPO contracts due to the warranty requirements of WSCA-NASPO.</p> <p>c. Environmental certifications. Responders must describe how all</p>		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>certifications/registrations a unit carries are identified on their website; as well as labels on equipment and/or packing list.</p> <p>At this time the computer industry does not have environmental certifications/registrations for the server and storage products IBM is proposing. Additional information on IBM certifications can be found on the follow websites:</p> <p>http://www.ibm.com/ibm/environment/iso14001/</p> <p>http://www.ibm.com/ibm/environment/news/</p>		
2	<p>EPEAT REGISTRATION. 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	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> n/a storage
3	<p>TOTAL COST OF OWNERSHIP. 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>Many IBM clients need assistance in truly understanding their Total Cost of Ownership as it relates to technology purchases.</p> <p>In analyzing which IT infrastructure really costs less the answer is not the same for all situations due to factors that are unique to each enterprise. That is when IBM can help.</p> <p>IBM offers a no charge Total Cost of Ownership Study that helps our customers examine the cost differences between alternative approaches and provides recommendations to assist in determining their strategic IT infrastructure.</p> <p>This study considers key costs in operating and IT platforms over a span of five years (which is a typical depreciation schedule), because a one-year study is insufficient to show the benefit of strategic spending. The study is specifically tailored to a customer's enterprise.</p> <p>Scope of the TCO Study</p> <p>The TCO Study would examine a comprehensive set of key cost factors related to the operation of an IT infrastructure:</p> <ul style="list-style-type: none"> ▪ hardware acquisition, maintenance, and refresh ▪ network and communication costs ▪ software acquisition & maintenance, including middleware and system management software ▪ migration costs ▪ disaster recovery ▪ energy & real estate costs ▪ operations labor costs ▪ production, development and test <p>These costs are analyzed separately for each IT platform alternative and compared over a five year period.</p> <p>To request a study, the process is easy, just contact your local IBM Client Team and they will initiate the process on your behalf.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4	<p>ENERGY STAR COMPLIANT PRODUCTS. Describe manufacturer commitment to EnergyStar Program.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>The Environmental Protection Agency has begun an effort to develop an ENERGY STAR specification for enterprise level IT equipment and an ENERGY STAR building rating for data centers. IBM is participating in this effort.</p> <p>To become an ENERGY STAR Partner, a company must sign a Partnership Agreement with the EPA. Over the years, IBM has signed various Memorandums of Understanding (MOUs) and also, more recently, the Partnership Agreement for IBM monitor products that are within the Office Equipment category scope of the program.</p> <p>In support of these certifications, IBM's Product Stewardship program was established in 1991 as a proactive and strategic approach to the company's environmental management of products. The program has brought about industry-leading practices in design for the environment, product environmental metrics and product recycling. Its objectives are to:</p> <ul style="list-style-type: none"> ▪ Develop products with consideration for their upgradeability to extend product life; ▪ Develop products with consideration for their reuse and recyclability at the end of product life; ▪ Develop products that can safely be disposed of at the end of product life; ▪ Develop and manufacture products that use recycled materials where they are technically and economically justifiable; ▪ Develop products that will provide improvements in energy efficiency and/or reduced consumption of energy; ▪ Develop products that minimize resource use and environmental impacts through selection of environmentally preferred materials and finishes. <p>IBM's product stewardship objectives and requirements are included in its Integrated Product Development process, a strategic tool used by process and product development engineers. They are also part of IBM's environmental management system.</p>		
5	<p>ENVIRONMENTAL IMPROVEMENT PROGRAM. 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>IBM's Product Stewardship program was established in 1991 as a proactive and strategic approach to the company's environmental management of products. The program has brought about industry-leading practices in design for the environment, product environmental metrics and product recycling. Its objectives are to:</p> <ul style="list-style-type: none"> • Develop products with consideration for their upgradeability to extend product life; • Develop products with consideration for their reuse and recyclability at the end of product life; • Develop products that can safely be disposed of at the end of 		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>product life;</p> <ul style="list-style-type: none"> • Develop and manufacture products that use recycled materials where they are technically and economically justifiable; • Develop products that will provide improvements in energy efficiency and/or reduced consumption of energy; • Develop products that minimize resource use and environmental impacts through selection of environmentally preferred materials and finishes. <p>IBM's product stewardship objectives and requirements are included in our Integrated Product Development process, a strategic tool used by process and product development engineers. They are also part of IBM's environmental management system.</p> <p>One example of IBM's leadership in product design for the environment is in its use of environmentally preferable materials. The company's early leadership in proactively addressing substances of concern enabled IBM to ban or restrict many substances from its processes or products long before there were regulations in their regard. IBM has a long history of continually taking proactive steps to evaluate the chemicals used in its processes and products; identifying potential substitutes that may have less impact on the environment, health and safety; and eliminating, restricting and/or prohibiting the use of substances for which a more preferable alternative is available that is capable of meeting quality and safety requirements of its processes and products. The table below provides a summary of IBM's record over more than two decades.</p> <p>The company has also been actively involved in qualifying alternative materials that may have less impact on the environment, health and safety.</p> <table border="1" data-bbox="277 1205 1073 1822"> <thead> <tr> <th colspan="3">Voluntary materials prohibitions and restrictions by IBM</th> </tr> <tr> <th>Substance</th> <th>Year</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>Polychlorinated biphenyls (PCBs)</td> <td>1978</td> <td>Prohibited from use in products (Initiated phased approach for elimination in 1974. Achieved by year-end 1978.)</td> </tr> <tr> <td>Trichloroethene</td> <td>Late 1980s</td> <td>Eliminated from use in development and manufacturing processes</td> </tr> <tr> <td>Ozone depleting chemicals</td> <td>1990</td> <td>Prohibited as expansion agents used in packaging</td> </tr> <tr> <td>Polybrominated biphenyls (PBBs) and polybrominated diphenyl ethers (PBDEs)</td> <td>1990</td> <td>Prohibited from use in packaging</td> </tr> <tr> <td>Heavy metals, including lead (Pb), hexavalent chromium and mercury</td> <td>1990</td> <td>Prohibited from use in packaging</td> </tr> </tbody> </table>	Voluntary materials prohibitions and restrictions by IBM			Substance	Year	Comments	Polychlorinated biphenyls (PCBs)	1978	Prohibited from use in products (Initiated phased approach for elimination in 1974. Achieved by year-end 1978.)	Trichloroethene	Late 1980s	Eliminated from use in development and manufacturing processes	Ozone depleting chemicals	1990	Prohibited as expansion agents used in packaging	Polybrominated biphenyls (PBBs) and polybrominated diphenyl ethers (PBDEs)	1990	Prohibited from use in packaging	Heavy metals, including lead (Pb), hexavalent chromium and mercury	1990	Prohibited from use in packaging		
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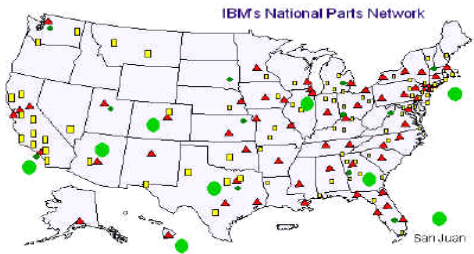
B	RESPONSE REQUIREMENTS: ENVIRONMENTAL			M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Class I ozone depleting chemicals	1993	Eliminated from use in development and manufacturing processes, and prohibited from use in products		
	Asbestos	1993	Prohibited from use in products		
	Polybrominated biphenyls (PBBs) and polybrominated diphenyl ethers (PBDEs)	1993	Prohibited from use in products		
	Lead (Pb)	1993	Prohibited from use in plastic housings and paints		
	Hexavalent chromium	1993	Prohibited in inks, dyes, pigments and paints used for IBM products		
	Mercury	1993	Prohibited from use in IBM parts or assemblies. Specific exemptions such as lamps were added in 1999.		
	Cadmium	1993	Prohibited from use in inks, dyes, pigments and paints		
	Cadmium	1994	Prohibited from use in plastics and plating		
	Class II ozone depleting chemicals	1995	Eliminated from use in development and manufacturing processes, and prohibited from use in products		
	Ethylene-based glycol ethers	Mid-1990s	Eliminated from use in development and manufacturing processes		
	Polyvinyl chloride	Mid-1990s	Prohibited from use in packaging		
	Cadmium	Mid-1990s	Prohibited from use: cadmium sulfide for phosphorescence in CRT monitors nickel cadmium batteries in notebook computers		
	Lead (Pb)	1999	Prohibited from use in plastic resins		
	Tetrachloroethene	2002	Eliminated 99.5% of the use in development and manufacturing processes. Prohibited from new applications.		
	Hexavalent chromium	2002	Prohibited from plastic resins		

B	RESPONSE REQUIREMENTS: ENVIRONMENTAL			M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Dichloromethane	2003	Eliminated from use in development and manufacturing processes		
	Polyvinyl chloride	2007	Prohibited from system enclosure parts in new products after 2007		
	Tetrabromobisphenol A	2007	Prohibited as an additive flame retardant in system enclosure parts for new products after 2007		
	Specific perfluorinated compounds (PFOS and PFOA)	2007	Prohibited from new IBM manufacturing, development and research processes; prohibited from any known application in existing processes after December 31, 2009		

C. RESPONSE REQUIREMENTS: QUALIFICATIONS

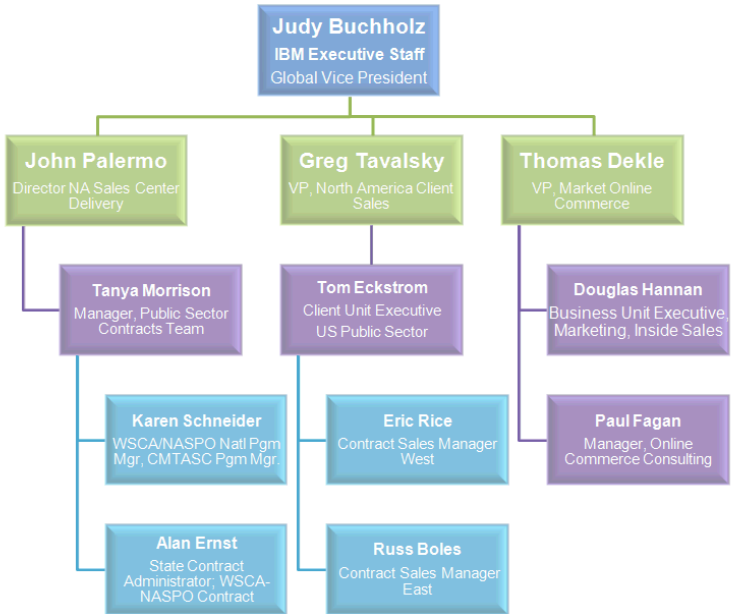
Confirm the responder meets, understands and will comply with the requirement by checking YES. Mandatory Requirements are indicated with "M" need to be checked yes. Describe FULLY and provide detail how the proposal satisfies each item.

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p>COMPANY HISTORY. Responders must provide a brief history and description of their company detailing how they will support this Master Agreement:</p> <p>Facilities. 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>Personnel. 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>Organization. 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> <p><u>Company History:</u> International Business Machines Corporation (IBM) is a worldwide organization with corporate headquarters located at New Orchard Road, Armonk, New York 10504. Ginni Rometty is Chairman and Chief</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Executive Officer. IBM was first incorporated in 1911 as the Computing-Tabulating-Recording Company (C-T-R), although the company's origins can be traced back to the 1890s with the development of the first electrically-powered recording and tabulating machine. Since that time, IBM has led the way to discoveries in computer technology and systems. Today we are one of the most recognized names in business; IBM is one of the world's largest information technology services company, and the world's largest consulting services organization. That gives our company a maturity and a long-term perspective about the role a company can and should play in the world today.</p> <p>IBM is a globally integrated enterprise that targets the intersection of technology and effective business. Drawing upon the world's leading systems, software, services and research capabilities, the company seeks to be a partner in its clients' success by enabling their own capacity for distinctive innovation.</p> <p>Today, IBM has a clear direction — to speed innovation and deliver services at a pace that exceeds market demand. We strive to lead in the creation, development and manufacture of the industry's most advanced information technologies, including computer systems, software, networking systems, storage devices and microelectronics. In fact, IBM has been awarded the most U.S. patents for the last 18 years. We translate these advanced technologies into value for our clients through our professional solutions and services businesses worldwide. With nearly a century of leadership developing integrated business solutions, IBM has built a legacy of customer service and support that is virtually unmatched. The deep skills, innovation, and individual client focus have defined IBM's history. These qualities enable IBM to continue delivering the groundbreaking technologies and business solutions that underscore IBM's commitment to our clients.</p> <p><u>Facilities</u></p> <p>IBM has both ISO 14001 and ISO 5 001 global certifications. IBM does not release data on production volumes per facility. IBM has 10,000 plus stocking locations to serve its customers 24x7, 155 major stocking locations in the US and 400+ globally. These represent 100,000 part numbers and 30 million parts movements per year.</p> <p>IBM's Parts Logistics System</p> <div style="display: flex; align-items: flex-start;"> <div style="flex: 1;"> <p>Nationwide Network For Faster Service Response</p> </div> <div style="flex: 2; text-align: center;">  <p>San Juan</p> </div> <div style="flex: 1;"> <ul style="list-style-type: none"> • Over 2.1 million SKU's on hand nationwide • Continuous next-day and replenishment service means automatic restocking of parts as they are used • 156 Major parts stocking locations: <ul style="list-style-type: none"> ▲ Three Central Distribution Centers stock 100% of all parts ▲ 57 Emergency Parts Support Centers (EPSC) stock 85% of all parts ▲ 84 Local Parts Support (LPS) stock 70% of all parts ● Nine parts centers for customers and third party maintainers </div> </div>		

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	<p><u>Personnel to service each state:</u> The following chart shows the resources (as defined above) for each state:</p> <table border="1" data-bbox="277 453 1073 1822"> <thead> <tr> <th>State</th> <th>Client Unit Exec</th> <th>Client Reps</th> <th>Client Systems Manager + Specialists</th> <th>Coverage Software Sales Reps + Manager</th> <th>Inside Territory Sales Reps</th> <th>Inside Telesales Reps</th> </tr> </thead> <tbody> <tr><td>Alabama</td><td>1</td><td>2</td><td>5</td><td>6</td><td>3</td><td>8</td></tr> <tr><td>Alaska</td><td>1</td><td>1</td><td>3</td><td>2</td><td>2</td><td>8</td></tr> <tr><td>Arizona</td><td>1</td><td>2</td><td>5</td><td>5</td><td>3</td><td>8</td></tr> <tr><td>Arkansas</td><td>1</td><td>1</td><td>3</td><td>4</td><td>2</td><td>8</td></tr> <tr><td>California</td><td>3</td><td>11</td><td>24</td><td>21</td><td>4</td><td>8</td></tr> <tr><td>Colorado</td><td>1</td><td>2</td><td>4</td><td>4</td><td>3</td><td>8</td></tr> <tr><td>Connecticut</td><td>1</td><td>2</td><td>4</td><td>4</td><td>3</td><td>8</td></tr> <tr><td>Delaware</td><td>1</td><td>1</td><td>3</td><td>3</td><td>2</td><td>8</td></tr> <tr><td>DC</td><td>1</td><td>1</td><td>2</td><td>3</td><td>5</td><td>8</td></tr> <tr><td>Florida</td><td>1</td><td>4</td><td>8</td><td>7</td><td>4</td><td>8</td></tr> <tr><td>Georgia</td><td>1</td><td>2</td><td>8</td><td>7</td><td>4</td><td>8</td></tr> <tr><td>Hawaii</td><td>1</td><td>1</td><td>2</td><td>3</td><td>2</td><td>8</td></tr> <tr><td>Idaho</td><td>1</td><td>1</td><td>2</td><td>3</td><td>3</td><td>8</td></tr> <tr><td>Illinois</td><td>1</td><td>3</td><td>8</td><td>7</td><td>3</td><td>8</td></tr> <tr><td>Indiana</td><td>1</td><td>4</td><td>8</td><td>7</td><td>3</td><td>8</td></tr> <tr><td>Iowa</td><td>1</td><td>1</td><td>3</td><td>4</td><td>3</td><td>8</td></tr> <tr><td>Kansas</td><td>1</td><td>1</td><td>3</td><td>4</td><td>3</td><td>8</td></tr> <tr><td>Kentucky</td><td>1</td><td>2</td><td>3</td><td>4</td><td>3</td><td>8</td></tr> <tr><td>Louisiana</td><td>1</td><td>3</td><td>4</td><td>5</td><td>4</td><td>8</td></tr> <tr><td>Maine</td><td>1</td><td>1</td><td>3</td><td>3</td><td>3</td><td>8</td></tr> </tbody> </table>	State	Client Unit Exec	Client Reps	Client Systems Manager + Specialists	Coverage Software Sales Reps + Manager	Inside Territory Sales Reps	Inside Telesales Reps	Alabama	1	2	5	6	3	8	Alaska	1	1	3	2	2	8	Arizona	1	2	5	5	3	8	Arkansas	1	1	3	4	2	8	California	3	11	24	21	4	8	Colorado	1	2	4	4	3	8	Connecticut	1	2	4	4	3	8	Delaware	1	1	3	3	2	8	DC	1	1	2	3	5	8	Florida	1	4	8	7	4	8	Georgia	1	2	8	7	4	8	Hawaii	1	1	2	3	2	8	Idaho	1	1	2	3	3	8	Illinois	1	3	8	7	3	8	Indiana	1	4	8	7	3	8	Iowa	1	1	3	4	3	8	Kansas	1	1	3	4	3	8	Kentucky	1	2	3	4	3	8	Louisiana	1	3	4	5	4	8	Maine	1	1	3	3	3	8		
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C	RESPONSE REQUIREMENTS: QUALIFICATIONS							M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Maryland	1	2	4	5	2	8		
	Massachusetts	1	2	8	7	4	8		
	Michigan	1	4	8	7	3	8		
	Minnesota	1	4	9	9	2	7		
	Mississippi	1	1	4	3	3	8		
	Missouri	1	2	5	4	4	8		
	Montana	1	1	3	3	3	8		
	North Carolina	1	3	5	5	3	8		
	North Dakota	1	1	3	3	2	8		
	Nebraska	1	1	2	3	3	8		
	New Hampshire	1	1	3	3	3	8		
	New Jersey	1	3	8	7	2	8		
	New Mexico	1	1	4	5	3	8		
	Nevada	1	1	5	5	2	8		
	New York	2	12	16	14	6	8		
	Ohio	1	3	8	7	3	8		
	Oklahoma	1	1	5	4	2	8		
	Oregon	1	1	6	7	3	8		
	Pennsylvania	1	3	8	7	3	8		
	Rhode Island	1	1	4	3	3	8		
	South Carolina	1	2	5	5	4	8		

C	RESPONSE REQUIREMENTS: QUALIFICATIONS							M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	South Dakota	1	1	3	3	3	8		
	Tennessee	1	1	6	7	2	8		
	Texas	1	7	12	14	5	8		
	Utah	1	1	3	4	3	8		
	Vermont	1	1	2	3	3	8		
	Virginia	1	2	8	7	3	8		
	Washington	1	2	8	7	2	8		
	West Virginia	1	2	4	5	2	8		
	Wisconsin	1	3	8	7	3	8		
	Washington								
	Wyoming	1	1	3	3	3	8		
									
2	CONTRACT VENDOR RESPONSIBILITY. 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.							M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<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> <p>IBM has read and understands.</p>		
3	<p>PARTNER UTILIZATION.</p> <p>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"> ▪ process to qualify partners and sales personnel to represent the product. ▪ 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). ▪ how partners are certified ▪ how partners are contractually bound to the Master Agreement terms and conditions; and ▪ how partner sales will be accurately tracked and reported. ▪ Remedy plan if the partner or sales personnel are not in compliance. <p>The following describes IBM's current programs for Business Partner agent participation under WSCA-NASPO. IBM reserves the right to add, modify or withdraw such Business Partner agent programs described herein:</p> <p><u>Process to Qualify a Business Partner on products:</u></p> <p>Business Relationship: For WSCA-NAPSO, Business Partners are only approved in an agent mode. All orders are to be made out to IBM and fulfilled and invoiced by IBM. The Business Partner name and LOCID number is to be placed on the Purchase Order. Business Partners may receive a fee providing all other agent requirements are met.</p> <p>Process to qualify a Business Partner for WSCA-NASPO: Business</p>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>Partners already approved as IBM resellers may apply to be added to a fee offering,. If approved, IBM requests approval from the specific State the Business Partner requests. If approved, the Business partner name is then added to the IBM WSCA-NASPO web site for that state.</p> <p>Partner Certification – See qualification above</p> <p><u>How are Business partners:</u></p> <ul style="list-style-type: none"> ▪ how partners are contractually bound to the Master Agreement terms and conditions; and ▪ how partner sales will be accurately tracked and reported. <p><u>Remedy plan</u></p> <p>Business Partner sales – As all orders are to be direct to IBM with the Business Partner name/Locid ID on the Purchase Order, all</p> <p>Each participating state or participating state entity is reviewed and approved on a state by state basis and is added to the approved IBM Business Partner (agent) fee based program. Such Business Partners will be identified on IBM’s WSCA-NASPO web site for that state or participating entity.</p> <p>Business Partners (agent) Qualifications:</p> <p>Each Business Partner (agent) must meet certain qualifications prior to being approved to participate in a fee based program. Those qualifications are as follows:</p> <ol style="list-style-type: none"> 1. Must be an IBM PartnerWorld participant 2. Must be approved by IBM, at product level for State and Local Government Value Added enhancement (VAE) for participating state 3. Must be approved by IBM at the product level for the Education Industry VAE for the participating state 4. Must achieve IBM certification for the IBM products offered 5. Must agree to the terms and conditions of the participating states addendum <p>Each IBM Business Partner (agent) who qualifies and agrees to participate in a fee based program must sign an Amendment to their existing IBM Business Partner (agent) Agreement which details the qualifications outlined above.</p> <p>The Acceptance of orders and Purchase Orders will be directly with IBM. and IBM will be responsible for fulfilment, invoicing and reporting. WSCA-NASPO customer transactions must identify the participating IBM Business Partner (agent) on the Purchase Order as instructed on the IBM WSCA-NASPO web site, usually by placing the Business Partner (agent) name and Identification Number on the Purchase Order or other legally binding document.</p>		
4	<p>EQUIPMENT AND SERVICES OVERVIEW. 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"> ▪ Warranty - Break Fix – Non-Warranty ▪ Standard non customized Training 	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<ul style="list-style-type: none"> ▪ Installation/de-installation ▪ Support ▪ Migration ▪ Asset Tagging ▪ Staging/Deployment ▪ Image loading ▪ Image Consulting ▪ System and Server Configuration ▪ Rack and Stack Configuration ▪ Maintenance ▪ Custom service solutions ▪ Asset Management ▪ Recycling/disposal ▪ Training and Certification ▪ Other services available as allowed in the solicitation <p>It is IBM's intent to provide services along with our proposed product line of servers and storage devices. The following is a sample of what IBM considers to be Value Added Services that include, but not limited to, machine maintenance and support. This is not intended to be a comprehensive list. Some services may be replaced; updated or additional elements may be added without notice. The services are priced according to the actual service and requirements requested by the customer. Quotes for such services will be provided upon customer request and upon customer providing sufficient information for pricing.</p> <p>IT integration</p> <ul style="list-style-type: none"> ▪ IBM IT Optimization Services: Limited resources and aging IT infrastructures are common problems for public sector entities and universities in today's economic climate. Yet to remain competitive, an institution's IT infrastructure must remain resilient. IBM can streamline existing technology systems to help public sector entities achieve their objectives. ▪ Security Solutions: Today's enterprises are comprised of multiple layers of connections, across multiple platforms, systems and networks: there are bound to be security breaches. IBM has integrated security solutions that can help enforce your institution-wide security policies. IBM offers Physical Safety & Security solutions, IT Security Services, which include Security and Privacy Services for data, assets and information, Managed Security Services, Business Continuity & Recovery Services, and Resilient Business and Infrastructure Service, Security Software, Security Hardware and Security Research Laboratories. ▪ Business Continuity and Resiliency Services: Virtually every aspect of your operation is vulnerable to disruption. Some continuity issues could take you offline for days, but even minutes of downtime can prove costly. And the risk to your agency's reputation is even greater. With so much at stake, you need a trusted partner with a proven track record. IBM is a leader in business continuity and resiliency services. Our proven business continuity and disaster recovery methods can help you maintain continuous business operations, manage costs, and 		

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	<p>improve overall resiliency.</p> <p>Other Value Added Services include:</p> <ul style="list-style-type: none"> ▪ Installation, Implementation, Integration of WSCA-NASPO products ▪ Asset Management and Asset Recovery Services ▪ Training and Education Services ▪ Assessment, Design, Implementation including Disaster Recovery Services <p>For more information on these and other service offerings, review our website at http://www.ibm.com/technologyservices/us/en/</p>																														
5	<p>REFERENCES. 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> <table border="1" data-bbox="272 1075 1084 1858"> <tbody> <tr> <td data-bbox="272 1075 561 1178">Customer Name</td> <td data-bbox="561 1075 1084 1178">Commonwealth of Virginia Virginia Information Technology Agency (VITA)</td> </tr> <tr> <td data-bbox="272 1178 561 1220">Contact/Contract Admin</td> <td data-bbox="561 1178 1084 1220">Gregory Searce</td> </tr> <tr> <td data-bbox="272 1220 561 1262">Phone #</td> <td data-bbox="561 1220 1084 1262">(804) 416-6166</td> </tr> <tr> <td data-bbox="272 1262 561 1304">Annual Avg Rev</td> <td data-bbox="561 1262 1084 1304">\$1.8M</td> </tr> <tr> <td data-bbox="272 1304 561 1346">Contract Dates</td> <td data-bbox="561 1304 1084 1346">From 2010 - Present</td> </tr> <tr> <td data-bbox="272 1346 561 1449">Customer Name</td> <td data-bbox="561 1346 1084 1449">Commonwealth of Kentucky 0600000940 - Server contract C-05261307 - IBM Sole Source Contract</td> </tr> <tr> <td data-bbox="272 1449 561 1491">Contact/Contract Admin</td> <td data-bbox="561 1449 1084 1491">Terry Stephens</td> </tr> <tr> <td data-bbox="272 1491 561 1533">Phone #</td> <td data-bbox="561 1491 1084 1533">(502) 564-1201</td> </tr> <tr> <td data-bbox="272 1533 561 1575">Annual Avg Rev</td> <td data-bbox="561 1533 1084 1575">15.4M</td> </tr> <tr> <td data-bbox="272 1575 561 1617">Contract Dates</td> <td data-bbox="561 1575 1084 1617">From 2006 to Present</td> </tr> <tr> <td data-bbox="272 1617 561 1719">Customer Name</td> <td data-bbox="561 1617 1084 1719">Commonwealth of Massachusetts Massachusetts Statewide Contract ITC47</td> </tr> <tr> <td data-bbox="272 1719 561 1761">Contact/Contract Admin</td> <td data-bbox="561 1719 1084 1761">Marge MacEvitt</td> </tr> <tr> <td data-bbox="272 1761 561 1803">Phone #</td> <td data-bbox="561 1761 1084 1803">(617) 720-3121</td> </tr> <tr> <td data-bbox="272 1803 561 1858">Annual Avg Rev</td> <td data-bbox="561 1803 1084 1858">\$2.3M</td> </tr> </tbody> </table>	Customer Name	Commonwealth of Virginia Virginia Information Technology Agency (VITA)	Contact/Contract Admin	Gregory Searce	Phone #	(804) 416-6166	Annual Avg Rev	\$1.8M	Contract Dates	From 2010 - Present	Customer Name	Commonwealth of Kentucky 0600000940 - Server contract C-05261307 - IBM Sole Source Contract	Contact/Contract Admin	Terry Stephens	Phone #	(502) 564-1201	Annual Avg Rev	15.4M	Contract Dates	From 2006 to Present	Customer Name	Commonwealth of Massachusetts Massachusetts Statewide Contract ITC47	Contact/Contract Admin	Marge MacEvitt	Phone #	(617) 720-3121	Annual Avg Rev	\$2.3M	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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6	<p data-bbox="277 1526 1078 1640">CUSTOMER SATISFACTION. Describe success in customer satisfaction. This could include current customer satisfaction statistics or survey results concerning the quality of the Products and services offered.</p> <p data-bbox="277 1650 1078 1814">IBM values our relationship with our clients, and places the highest priority on their satisfaction with us. Our goal is to be recognized as providing the best value to our clients. We realize our success or failure is determined, in great part, on how satisfied clients are with their IBM interactions. As such, we have developed and implemented strategies, processes and tools to ensure the most satisfied clients.</p> <p data-bbox="277 1824 1078 1850">Our documented strategy covering client relationships, client transactions,</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																																										

C	RESPONSE REQUIREMENTS: QUALIFICATIONS	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>and problem resolution is described in this document.</p> <p>Client Relationships</p> <p>To ensure we meet our clients' needs, we have a defined process in place to listen, understand and respond to their requirements.</p> <p>Members from the extended IBM Team will conduct periodic meetings with clients to discuss their overall satisfaction with IBM. These checkpoints are designed to review the relationship as a whole, a particular services engagement, or at an individual transaction level to ensure we understand and are meeting their expectations. Action plans also may be created jointly between the client and IBM to address important issues and follow-up checkpoints may also determined.</p> <p>Thus, the checkpoint interview process is a continuous cycle of identifying expectations, resolving them, communicating the resolution to the client, and identifying new issues. We recognize that a client may be completely satisfied today, but not tomorrow. This continual dialogue helps the IBM account team identify and respond promptly to client satisfaction issues, exceed their expectations, and gain feedback on how we can provide the best value.. All of the above processes and programs ensure our clients are the center of our universe.</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	<p>ORDERING AND PAYMENT PROCESS. 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.</p> <p>In addition to integration with clients using the SciQuest platform, IBM's flexible solutions also support a wide variety of electronic transactions, including catalogs, purchase orders, invoices, as well as order response messaging, through industry protocols such as cXML, xCBL, RosettaNet, custom XML and EDI. IBM's eProcurement order management solution uses open industry standards to easily integrate with it.</p> <p>As a leading player in the IT eProcurement space, IBM can help participating entities leverage their eProcurement processes by providing direct electronic access to an IBM catalog enabling users to to research IBM products, view entitled pricing and make purchases through a secure Web connection, which can simplify the procurement processes, give greater visibility to IT spending, thereby cutting costs.</p> <p>Recognizing the value of end-to-end electronic Procure-to-Pay process,</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?								
	<p>IBM will work with WSCA participating entities to understand any special requirements in order to facilitate payment with a payment card, or complement electronic purchase order submission with electronic invoicing and electronic funds transfer for payment.</p>										
2	<p>SALES SUPPORT TRAINING. 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.</p> <p>IBM has been and will continue to provide, at a minimum, annual WSCA-NASPO training on the basics of WSCA-NASPO, IBM products available, terms and conditions, and where to find help, both internally and to approved IBM Business Partners (agents). This begins with a set of training material that is made delivered via webinar and conference calls and then made available via the web.</p> <p>Through out the year the WSCA-NASPO Program Manager is available for one-on-one training as well as answering any questions.</p> <p>In cases where an individual as not followed the proper WSCA-NASPO Agreement requirements, the WSCA-NASPO program manager reviews the incident with the individual and their manager and remediate training is provided.</p> <p>This process has been successful keeping IBM and Business Partners current with WSCA-NASPO requirements.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>								
3	<p>CONTRACTING PERSONNEL. 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 are chosen and provided training.</p> <p>In addition IBM's WSCA-NASPO Program Manager, IBM will engage our Contracts and Negotiations staff and Corporate Legal Staff to assist states with the completion and processing of participating addenda. C&N individuals are selected based on legal contract experience and familiarity with specific state's laws. The WSCA-NASPO Program Manager along with the C&N individual responsible for the lead state are responsible for providing training as well as being on-going resources for legal questions regarding the WSCA-NASPO contract. IBM C&N are assigned by state as indicated below</p> <table border="1" data-bbox="289 1640 956 1866"> <thead> <tr> <th>State</th> <th>C&N / Legal</th> </tr> </thead> <tbody> <tr> <td>Alabama</td> <td>Monica Davis</td> </tr> <tr> <td>Alaska</td> <td>Jim Platt</td> </tr> <tr> <td>Arizona</td> <td>Monica Davis</td> </tr> </tbody> </table>	State	C&N / Legal	Alabama	Monica Davis	Alaska	Jim Platt	Arizona	Monica Davis	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
State	C&N / Legal										
Alabama	Monica Davis										
Alaska	Jim Platt										
Arizona	Monica Davis										

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT		M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Arkansas	Jim Ohlhaber		
	California	Ed DiNardo		
	Colorado	Jim Platt		
	Connecticut	Monica Davis		
	Delaware	Monica Davis		
	District of Columbia	Charlie Malsz		
	Florida	Bill Junga		
	Georgia	Bill Junga		
	Guam	Ed DiNardo		
	Hawaii	Ed DiNardo		
	Idaho	Jim Platt		
	Illinois	Jim Ohlhaber		
	Indiana	Monica Davis		
	Iowa	Jim Ohlhaber		
	Kansas	Ed DiNardo		
	Kentucky	Monica Davis		
	Louisiana	JimOhlhaber		
	Maine	Monica Davis		
	Maryland	Monica Davis		
	Massachusetts	Bill Junga		
	Michigan	Charlie Malsz		
	Minnesota	Jim Ohlhaber		
	Mississippi	Monica Davis		
	Missouri	Jim Ohlhaber		
	Montana	Jim Platt		
	Nebraska	Jim Ohlhaber		

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT		M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	Nevada	Ed DiNardo		
	New Hampshire	Monica Davis		
	New Jersey	Bill Junga		
	New Mexico	Ed DiNardo		
	New York	Bill Junga		
	North Carolina	Charlie Malsz		
	North Dakota	Ed DiNardo		
	Ohio	Charlie Malsz		
	Oklahoma	Jim Platt		
	Oregon	Jim Platt		
	Pennsylvania	Bill Junga		
	Puerto Rico	Bill Junga & Alberto Perales Mendoza		
	Rhode Island	Bill Junga		
	South Carolina	Charlie Malsz		
	South Dakota	Ed DiNardo		
	Tennessee	Charlie Malsz		
	Texas	Ed DiNardo		
	US Virgin Islands	Monica Davis		
	Utah	Ed Dinardo		
	Vermont	Bill Junga		
	Virginia	Charlie Malsz		
	Washington	Jim Platt		
	West Virginia	Charlie Malsz		
	Wisconsin	Jim Ohlhaber		
	Wyoming	Jim Platt		

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?						
4	<p>PRIMARY ACCOUNT REPRESENTATIVE. 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> <p>IBM's WSCA-NASPO Program Manager was selected to manage the WSCA-NASPO contract in 2005 based on prior, successful program development & contracting experience. She has been in the computer industry for over 30 years and her background includes multi-function roles in manufacturing operations, procurement, project management and auditing; all on a global scale including the legal ramifications of each function. She leads the WSCA-NASPO team and ensures training of IBM employees as well as Business Partners is provided in a consistent and through manner. IBM uses web sites, webinars and one-on-ones as appropriate to train and disseminate information.</p> <table border="1" data-bbox="277 919 1068 1056"> <tr> <td data-bbox="277 919 675 961">NAME:</td> <td data-bbox="675 919 1068 961">Karen Schneider</td> </tr> <tr> <td data-bbox="277 961 675 1003">TELEPHONE #:</td> <td data-bbox="675 961 1068 1003">720-397-5563</td> </tr> <tr> <td data-bbox="277 1003 675 1056">EMAIL ADDRESS:</td> <td data-bbox="675 1003 1068 1056">kasch@us.ibm.com</td> </tr> </table>	NAME:	Karen Schneider	TELEPHONE #:	720-397-5563	EMAIL ADDRESS:	kasch@us.ibm.com	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
NAME:	Karen Schneider								
TELEPHONE #:	720-397-5563								
EMAIL ADDRESS:	kasch@us.ibm.com								
5	<p>COMPLAINT RESOLUTION. 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> <p>IBM 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, IBM has well documented processes to assign the resource(s) necessary to quickly and accurately resolve customer problems.</p> <p>Hardware and Software Support 1-800-IBM-SERV</p> <p>The IBM support organization's goal is to enable customer satisfaction by:</p> <ul style="list-style-type: none"> ▪ Responding to your calls within targeted guidelines ▪ Providing ongoing communication regarding your problem status through problem resolution ▪ Taking ownership of your call for support ▪ Providing a defined escalation process when management assistance is needed ▪ Maintaining our commitment to continuous improvement of our service processes <p>IBM support gives you the ability to contact IBM and ask installation and usage related questions as well as make defect inquiries about eligible products. You have the option of voice (1-800-IBM-SERV) or electronic access (http://www.ibm.com/support) to a team of technical specialists. IBM support 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.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>						

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	<p>For all eligible products, IBM can help you with:</p> <ul style="list-style-type: none"> ▪ General Support: <ul style="list-style-type: none"> – Usage and installation questions – Product compatibility and interoperability questions – Interpretation of product documentation – Diagnostic information reviews to help isolate the cause of a problem – Configuration samples – IBM and multivendor database searches – Planning information for software fixes ▪ Defect Support ▪ Electronic Support: <ul style="list-style-type: none"> – Submit problems and get answers electronically – View screens remotely – Submit documents electronically – View open problems that have been submitted – Search IBM’s question and answer database <p>Before contacting support, you will need to gather information about the problem and have it on hand when discussing the situation with a specialist:</p> <ul style="list-style-type: none"> ▪ Define the problem ▪ Gather background information ▪ Gather relevant diagnostic information ▪ Determine the business impact – assign a severity level <ul style="list-style-type: none"> – Severity 1 <ul style="list-style-type: none"> ▪ Critical business impact, this indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution – Severity 2 <ul style="list-style-type: none"> ▪ Significant business impact, this indicates the problem is usable but is severely limited – Severity 3 <ul style="list-style-type: none"> ▪ Some business impact, this indicates the program is usable with less significant features (not critical to operations) unavailable – Severity 4 <ul style="list-style-type: none"> ▪ Minimal business impact, this indicates the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented <p>When you call support to report an IBM software problem or update/gain status on a problem, your request will be routed to a technical specialist. For onsite support, IBM will attempt to diagnose and resolve the problem remotely before sending a technician onsite. Onsite response times vary dependent on purchased warranty and maintenance coverage options. IBM will use commercially reasonable efforts to respond by telephone to hardware and software service calls within two business hours during</p>		

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	<p>normal country business hours, and within two hours during off-shift hours for critical problems. Our initial response may result in resolution of your request, or it will form the basis for determining what additional actions may be required to achieve technical resolution of your request.</p> <p>Whether you contact IBM by telephone or electronically, once logged, a unique problem management record (PMR) or Incident/Support case is created. Your PMR, Incident or Support Case is routed to a resolution team for handling. You may be transferred directly to the resolution team or your issue will be placed in a queue for call back. In either case, the next person you speak with will be a specialist in the appropriate resolution team.</p> <p>At the resolution team level your call is researched, resolved, or escalated as appropriate. Due to the level of specialization required to maintain superior technical expertise at the team level, it is sometimes necessary to involve more than one support team in resolving a particular software problem. This is easily handled, as our support teams are all networked together and work as one to resolve whatever problems or issues arise.</p> <p>If at any point in our service process, your expectations are not met by IBM, you may call our attention to this problem by asking to speak with a Duty Manager or by calling your local customer service executive. Escalations to an IBM manager will receive prompt attention and management focus. The Duty Manager or customer service executive will work with our technical staff to meet your expectations and appropriately handle your request. Further escalation procedures for complaint resolution are described in the following "IBM Complaint Management Process for Customer Complaints and Escalation Management" section of this RFP response.</p>								
6	<p>REPORTING. 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"> 1) Summary Reporting to calculate Administrative Fees to WSCA-NASPO and as required by Participating Entities 2) Detailed Product Reporting to manage contract to WSCA-NASPO and as required by Participating Entities <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" data-bbox="277 1467 1070 1587"> <tr> <td>NAME:</td> <td>Alan T Ernst</td> </tr> <tr> <td>TELEPHONE #:</td> <td>970-906-5045</td> </tr> <tr> <td>EMAIL ADDRESS:</td> <td>aernst@us.ibm.com</td> </tr> </table> <p>IBM follows detailed processes regarding Contract transactions from quote to billing to ensure terms and conditions are met, qualified products are used, entitled discounts are given, and revenue is reported accurately. These check and balances start with the Sales Team, continue with the Sales Support Team who performs Firm Order Policy, and follows all the way thru to Accounts Receivable. Monthly, the Contract Specialist gathers the Contract orders billed that month and reviews them for eligibility before submitting them for Contract revenue reporting.</p>	NAME:	Alan T Ernst	TELEPHONE #:	970-906-5045	EMAIL ADDRESS:	aernst@us.ibm.com	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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7	<p>COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE 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.</p> <p>Notwithstanding any terms presented in other areas of this RFP response, Customer who acquires approved eligible software under the WSCA-NASPO must have agreed to the terms of the IBM International Passport Advantage Agreement which governs acquisition of the eligible software. Such software program licenses are governed by the terms of the IBM International Program License Agreement and the individual program's corresponding License Information (LI) terms. Purchasing Entities who already have a Passport Advantage Agreement in place are not required to sign another agreement. For those Purchasing Entities that do not have a Passport Advantage Agreement in place, go to the links listed below to obtain a copy of the Agreement.</p> <p>Passport Advantage and Passport Advantage Express are simple, comprehensive IBM offerings that cover eligible software acquisitions including Fixed Term Licenses, Software Subscription and Support and renewals, and product upgrades under a single, common set of agreements, processes and tools. Passport Advantage is designed for larger enterprises, while Passport Advantage Express, a transaction-based offering, is designed to meet the needs of medium-sized entities.</p> <p>Acquisition of eligible software requires enrolment into the Passport Advantage program by each customer. More details can be found on: http://www.ibm.com/software/howtobuy/passportadvantage .</p> <p>To preview a particular software program license agreement, Customer may review the terms at following url: http://www-306.ibm.com/software/sla/sladb.nsf/ . License terms are also displayed prior to any download of software and are typically included as part of the program's installation process. License terms may also be provided in hard copy format for some programs which are distributed as physical media.</p> <p>More detailed information about Support can be found in the IBM Software Support Guide, located at http://techsupport.services.ibm.com/guides/handbook.htnnl</p> <p>Software Passport Advantage agreement renewals can be requested on line or with your IBM rep: http://www-01.ibm.com/software/lotus/passportadvantage/software_maintenance_renewal.html</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
8	<p>WEBSITE. . 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</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>Agreement that may provide:</p> <p>IBM will provide a WSCA-NASPO specific web portal that will contain general, shared documentation that is relevant to all participating entities. That information will include, but is not limited to, the items listed below in this section. In addition, links would be provided to other available IBM tools such as:</p> <ul style="list-style-type: none"> ▪ Order Status Online ▪ Inventory Online ▪ Detailed IBM product specifications ▪ IBM environmental policies <p>Information unique to the any participating entity would be made available on custom sub pages, accessible from the main WSCA portal</p> <ul style="list-style-type: none"> ▪ Copy of Solicitation & Response ▪ Signed Master Agreement ▪ Signed Participating Addendums ▪ Designated Baseline price list (MSRP, List, Education) ▪ Product and Service Schedule (PSS) ▪ Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote, ▪ Online ordering capability with the ability to remember multiple ship to locations if applicable to product <p>Online ordering is available for some products if the WSCA-NASPO member requests setting up an IBM store through the SciQuest portal.</p> <p>The proposed IBM web ordering capability will come exclusively through the eMarket Center. (see more detailed information in section D9 below)</p> <p>IBM hardware product offerings are not "commodities" and users typically require general configuration assistance. For this reason, IBM would not provide an open shopping site for users to browse and buy. IBM data shows visits and usage of such open WSCA catalog stores has historically been low and the upkeep and maintenance has not been cost effective.</p> <ul style="list-style-type: none"> – IBM would direct users who have not yet deployed a SciQuest/eMarketcenter solution to the available IBM product/prices files for basic information and to contact their IBM representative or authorized business partner for additional assistance. <ul style="list-style-type: none"> ▪ Service options, service agreements ▪ Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns ▪ Sales representatives for participating entities ▪ Purchase order tracking ▪ Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc. 		

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	<ul style="list-style-type: none"> ▪ Information on accessibility and accessible products <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>IBM is committed to maintaining accurate and current information based upon the WSCA requirements as outlined above.</p>		
9	<p>EMARKETCENTER. 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> <p>IBM would continue to support the eMarketcenter initiative, which includes ongoing engagement with SciQuest and participating WSCA entities. This solution can address the needs of two unique types of WSCA users:</p> <p>(1) Those that require assistance from an IBM technical specialist prior to placing an order</p> <p>Solution: Quote to Catalog Orders: In this type of implementation, an IBM representative builds a custom quote which would include all the configuration details needed for a product order to be placed. This allows the buyer to then review the solution and complete the placement of the order via their SciQuest procurement system. This option is often used when additional assistance from IBM is needed to build a custom configuration solution, with minimum amount of effort on the part of a buyer to purchase.</p> <p>and</p> <p>(2) Those who are comfortable configuring and modifying complex server environments.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>Solution: Punch out catalog: An IBM "punch-out catalog" is used to support configurable products and IBM currently provides on its punch-out sites a configure-to-order tool for our Systemx servers and options. This solution is today in place for those WSCA eMarketcenter customers on SciQuest.</p>		
10	<p>IMPLEMENTATION PLAN AND MARKETING METHODOLOGY. Responders must submit a thorough implementation rollout plan 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, dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Responders must 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> <p>IBM's Rollout and Marketing Plan for the 2014 - 2019 WSCA-NASPO Contract includes awareness and demand generation through all selling channels.</p> <p>The initial objective being to create awareness of the changes in the contract and additional product offerings among the various potential users of the contract. Developed with IBM's Marketing organization, it includes mailings, webinars, telephone and direct contact with IBM's Public Sector executives and Client Representatives, Business Partners (agent) and potential customers.</p> <p>Once the initial rollout is completed, WSCA-NASPO participants can expect continued contact from IBM in the form of mail, email and/or telephone contacts from the IBM Direct organization and insides sales as well as ongoing contact from assigned client representatives and product specialists. Business Partners (as agents) will also play a role in continuing the marketing to and education of customers of the WSCA-NASPO contract.</p> <p><u>Initial Rollout:</u> IBM will provide a multi-stage rollout program to generate awareness of the changes and drive utilization of the new contract. This effort will coordinate the efforts of IBM's Direct Marketing, Inside Sales and local Client Organizations and Business Partners. It will include the following elements:</p> <ul style="list-style-type: none"> ▪ The IBM Client Representatives are specifically tasked to market to public entities. They have specific industry knowledge and established relationships at all levels within their sector. These Client Representatives along with the WSCA-NASPO Primary Account Representative will be making contact with appropriate State officials responsible for negotiating/finalizing a WSCA-NASPO Participating Addendum. They will be prepared with informational copy of the benefits and details of the WSCA-NASPO contract. Since as many of the states already utilize the existing IBM WSCA-NASPO contract, it is anticipated that the primary focus would be to explain the new contract changes and assist with establishing the new WSCA-NASPO Participating Addendums. ▪ After the state has finalized their Participating Addendum, IBM will 		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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	<p>announce the new contract via both email and mass mailing to eligible customers within that particular state. This announcement will be available in both softcopy and hardcopy. Such announcement will include high level details including changes between 2009-2014 contract and 2014-2019 contract as well as date the new contract will be effective.</p> <ul style="list-style-type: none"> ▪ An IBM internal email will be sent to appropriate IBM Public Sector executives. This email will announce the award, provide information on the basics of the new contract, and include an informational flyer on the new contract. Webinar dates to review generic contract will be announced. ▪ A series of internal educational sessions for our field client reps, product specialists, and internal sales will be established. Individual education, state specific will be offered as states complete their Participating Addendum. Such education will also be offered to the Business Partners (agents) who are approved into appropriate fee programs. ▪ The development of enablement for all sales channels, including presentations, fliers, webcasts, and demand generation materials. <p><u>Ongoing Marketing:</u> IBM has been and will continue to provide, at a minimum, annual WSCA-NASPO training on the basics of WSCA-NASPO, IBM products available, terms and conditions, and where to find help, both internally and to approved IBM Business Partners (agents).</p> <p>Addition marketing shall be delivered as follows: To IBM Sales Force including inside sales, product specialists:</p> <ul style="list-style-type: none"> ▪ Communications via IBM's Public Sector weekly newsletter ▪ Government Industry GROW calls ▪ Sales team awareness and education (web) ▪ Sales Support Information web site (training and flyers) ▪ Easy Access state web sites <p>To IBM Business Partners (agents)</p> <ul style="list-style-type: none"> ▪ Enablement via PartnerWorld: <ul style="list-style-type: none"> – PartnerWorld Contracts Program Portal – Presentations, Fliers, FAQ's – PartnerWorld University training module – Webcasts (2 per year) <p>Communications:</p> <ul style="list-style-type: none"> ▪ North American Channel Communications Letter ▪ Webcasts ▪ OTM/e-mail/Channel facilitation - focused drive on enablement and education (relationship building) ▪ Operational and sales relationships 		

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	<p>To Customers: Primary marketing routes are IBM web sites, IBM Client Reps and Business Partners.</p> <ul style="list-style-type: none"> ▪ Easy Access web sites – links to information and contacts ▪ Presentations, fliers, FAQs – softcopy and hardcopy ▪ Periodic, focused telephone campaigns, highlighting WSCA-NASPO contract, what's new and promotional offerings ▪ Participation at appropriate customer events by Client Reps with WSCA-NASPO fliers, etc. available. ▪ Close linkage among IBM state web sites to IBM WSCA-NASPO web site for those states with WSCA-NASPO Participating addendum.   <p>WSCA_NASPO Flyer IBM WSCA Marketing for Customers v.2.0 . Materials.docx</p>																																																																																																																																																																																																																																																																																																																																																																																														
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<td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Task 2 Emails</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Task 3 Newsletters</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Task 4 PartnerWorld University</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>Task 4 North American Channels Communication</td> 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11	<p>ECOMMERCE. 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>		<p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>																																																																																																																																																																																																																																																																																																																																																																																												

D	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT AND MASTER AGREEMENT MANAGEMENT	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>In addition to integration with clients using the SciQuest platform, IBM's flexible solutions also support a wide variety of electronic transactions, including catalogs, purchase orders, invoices, as well as order response messaging, through industry protocols such as cXML, xCBL, RosettaNet, custom XML and EDI. IBM's eProcurement order management solution uses open industry standards to easily integrate with it.</p> <p>As a leading player in the IT eProcurement space, IBM can help participating entities leverage their eProcurement processes by providing direct electronic access to an IBM catalog enabling users to to research IBM products, view entitled pricing and make purchases through a secure Web connection, which can simplify the procurement processes, give greater visibility to IT spending, thereby cutting costs.</p> <p>Recognizing the value of end-to-end electronic Procure-to-Pay process, IBM will work with WSCA participating entities to understand any special requirements in order to facilitate payment with a payment card or complement electronic purchase order with an electronic invoice.</p>		
12	<p>EMPLOYEE PURCHASE PROGRAM: 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 WSCA participating entity as Individual Liab (IL) accounts ("Employee Purchase Program"). This may include, but not limited to Bring Your Own Devise (BYOD) programs. All terms and conditions, related to the Employee Purchase Program will be detailed in the entities Participating Addendum.</p> <p>The products offered by IBM are not applicable to personal use.</p>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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.

IBM can deliver a hosted or punch-out catalog within 90 days of a written request, but is dependant on assistance from SciQuest and/or a purchasing entity for setup and testing.

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 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.

IBM has read and agrees.

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 1st of the month and shall go into effect in the eMarket Center on the 1st 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 1st 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.

IBM has read and agrees.

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 or call the SciQuest Supplier Network Services team at 800-233-1121.

IBM has read and agrees.

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.*

IBM has read and agrees.

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.

Email confirmation within 24 hours is available but dependent on setup assistance from SciQuest for automating that process.

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>.

IBM has read and agrees.

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.

IBM has read and agrees.

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.

IBM has read and agrees.

SECTION 5: EVALUATION PROCESS

IBM has read and understands the requirements. The rest of this section is left intentionally blank as it requires no response

SECTION 6: ATTACHMENTS

IBM has read and understands the requirements. The rest of this section is left intentionally blank as it requires no response

- A. Participating States Terms & Conditions
- 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. SAMPLE Price Workbooks (UPDATED PRICE WORKBOOKS ISSUED VIA ADDENDUM 5)



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IBM Corporation

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This preliminary price is an estimate for your reference only, and is based on similar solutions IBM has provided to other clients. It has been derived from your preliminary requirements, and does not represent a commitment by IBM. A detailed scope of work with a committed price will be submitted for your consideration upon a mutual determination to proceed.

IBM COST PROPOSAL TO:

The State of Minnesota, Department of Administration

For RFP for Minnesota WSCA-NASPO

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

Prepared for The State of Minnesota, Department of Administration
By Karen Schneider
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San Diego, CA 92122
Telephone 720-397-5563
Email kasch@us.ibm.com
January 7, 2014



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Section 4: Cost Proposal

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
1	<p>PRICE STRUCTURE. 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"/>
2	<p>PRICE WORKBOOKS. 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> <ol style="list-style-type: none"> Eliminate an item from consideration from all responses. Enter the highest price item of all responses received when an item has not been provided by a responder. Request additional pricing items for consideration. Clarify pricing responses with responder(s). Include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. <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</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>percentage discount stated from a published or base line price listing for a “quantity one” purchase in the Pricing Workbook.</p> <p>Minimum specifications are provided in the PriceWorkbook.</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>SAMPLE Price Workbooks are located in Section 6: Attachments for responders review and comment.</p> <p>Addendum 3 provides the links to the Pricing Workbooks</p> <p>FINAL EXCEL PRICE WORKBOOKS WILL BE PUBLISHED VIA AN ADDENDUM.</p> <p>Addendum 5 provides links to updated Pricing Workbooks.</p> <p>There are a total of six workbooks:</p> <ul style="list-style-type: none"> Band 1: Desktop: Includes 9 worksheets Band 2: Laptop: Includes 9 worksheets Band 3: Tablets: Includes 8 worksheets Band 4: Server: Includes 9 worksheets Band 5: Storage: Includes 9 worksheets Band 6: Ruggedized: Includes 8 worksheets <p>INSTRUCTIONS:</p> <ol style="list-style-type: none"> 1. Each workbook contains several tabs. Responder is to fill in the yellow highlighted areas. Once filled in the yellow highlight disappears. 2. The workbooks are locked, however there is not a password and responder may revise as needed ensuring they supply yellow highlighted fields. 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. <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>		
3	<p>BASELINE PRICING VERIFICATION. The responder must designate a Base Line Price e.g. MSRP, education price list in the cost sheets. 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.</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
4	<p>MINIMUM DISCOUNTS. The Contract Vendor will provide a MINIMUM discount off base line price list for each band with categorized</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>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.</p>		
5	<p>THIRD PARTY PRODUCTS. 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. .</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
6	<p>REFRESH STRATEGY. Describe your recommended refresh strategy for your product line.</p> <p>IBM publishes product 'roadmaps' for a multitude of products/brands. These roadmaps reflect the ever changing nature of our technology and therefore provide insight into possible refresh strategies. The roadmaps are updated on a regular basis in order to stay current with technology. Since IBM is proposing a wide range of products in our RFQ response and these offerings have their own roadmaps, IBM would be pleased to share and brief our clients on the specific roadmap upon request.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
7	<p>MAINTAINING COMPETITIVE PRICING. Proposers will provide an initial MINIMUM 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 for volume pricing</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
8	<p>PRODUCTS AND SERVICES SCHEDULE (PSS). Responders must submit with their COST proposal a proposed Product and Services Schedule including all the products and services offered within each band for this solicitation. The PSS should be submitted</p>	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>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.</p>		
9	<p>BULK PRICING. 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> <ol style="list-style-type: none"> 1. Per Transaction Multiple Unit Discount. 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. 2. Cumulative. 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. 3. Other Discounts. Describe additional discounts available to States or Participating Entities. 	M	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
10	<p>PREMIUM SAVINGS PACKAGE PROGRAM. 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: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.</p> <p>Contract Vendors may provide Premium Savings & Packages in the bands awarded and comply with the following:</p> <ol style="list-style-type: none"> 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. 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). c. Prices offered must be offered at a better than the quantity one Master Agreement discount. d. Pricing increases are generally not allowed unless there is documentation and justification provided. 		<p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/> n/a for server storage vendors</p>

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
	<p>e. Provide marketing plan of the PSP Program including lead with PSP Program and display prominently on websites to market aggressively to all States.</p> <p>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.</p>		
11	<p>PROMOTIONAL OFFERS: 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>As promotions suitable for WSCA-NASPO are made available, the IBM web sites for those states with a current IBM Participating Addendum will be updated to showcase the then current promotion. IBM usually utilizes the 'hero' spot at the top of the individual IBM brands offer promotions and provide specific details on the promotions. Other social media options may also be utilized by the IBM sales representatives to ensure state & local government customers are aware of such promotions.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
12.	<p>Describe the Prompt Payment Terms (if available) 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>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
13	<p>ADDED VALUE. 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.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
14	<p>TRADE-IN. 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.</p> <p>IBM offers a takeback for asset recovery program (IBM Product Takeback for Recycling Program) http://www.ibm.com/ibm/recycle/us/</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
15	<p>SERVICES. 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.</p> <p>Most services engagements are customized offerings based on customer requirements and unique configurations.</p> <p>For routine services engagements, the rate card attached provides hourly rates available to WSCA states</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">  <p>PROPOSED - WSCA rate card professional</p> </div>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

	COST PROPOSAL	M= MANDATORY	MEETS UNDERSTAND & WILL COMPLY?
16	<p>LEASING. 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.</p>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Band 4 Server Price Workbook

Band 5 Storage Price Workbook

Baseline Price List

Product and Services Schedule



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The information in this proposal shall not be disclosed outside the The State of Minnesota, Department of Administration 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 IBM as a result of or in connection with the submission of this proposal, The State of Minnesota, Department of Administration 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 The State of Minnesota, Department of Administration to use information contained in the proposal if it is obtained from another source without restriction.

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This preliminary price is an estimate for your reference only, and is based on similar solutions IBM has provided to other clients. It has been derived from your preliminary requirements, and does not represent a commitment by IBM. A detailed scope of work with a committed price will be submitted for your consideration upon a mutual determination to proceed.

BAND 5: STORAGE - Discount Structure	
Responder Name:	
Alan Ernst	
<i>Please fill in the yellow cells.</i>	
1. BASELINE PRICING	
IDENTIFY BASELINE/LIST PRICING UTILIZED:	MRSP
2. MINIMUM BAND DISCOUNT	
<i>PROPOSERS MUST PROVIDE MINIMUM DISCOUNT FOR BAND.</i>	
<i>PROPOSERS MAY PROVIDE ADDITIONAL CATEGORY DISCOUNTS IN EACH BAND.</i>	
CATEGORY NAME	DISCOUNT
MINIMUM DISCOUNT FOR BAND	5.00%
ADDITIONAL CATEGORIES	DISCOUNT
Storage hardware and software have a broad range of discounts.	5.0-58.1%
3: OPTIONAL: 3RD PARTY MINIMUM DISCOUNT	
CATEGORY NAME	DISCOUNT
THIRD PARTY MINIMUM DISCOUNT FOR BAND	n/a
ADDITIONAL CATEGORIES	DISCOUNT
IBM is not including any 3rd Party products.	n/a
4: OPTIONAL: LEASE RATES	
<i>Provide Current lease rates</i>	
IBM will provide lease rates on a transaction basis at the time of the Storage opportunity.	

BAND 5: STORAGE - Volume Discounts

Responder Name:

Alan Ernst

Please fill in the yellow cells.

Responders may provide volume based pricing allowing deeper discounts on volume purchases (greater than Qty 1)

1. Per Transaction Multiple Unit Discount

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.

IBM treats each customer solution as an unique transaction and therefore does not offer a set multiple unit discount. IBM competitively discounts our products and therefore can and does offer deeper than WSCA-NASPO entitled discounts depending on any number of factors including configuration and competition.

2. Cumulative

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.

IBM treats each customer solution as an unique transaction and therefore does not offer cumulative volume discounts. However, as stated above, IBM competitively discounts our products and therefore can and does offer deeper than WSCA-NASPO entitled discounts depending on any number of factors including configuration, competition, and volumes.

3. Other Discounts

Describe additional discounts available.

An example of other discounts would be an IBM promotion for a specific product(s) for a prescribed period of time.

BAND 5: STORAGE - Market Basket Pricing

Responder Name:
Alan Ernst

Market Basket Pricing is used for EVALUATION PURPOSES ONLY.

Please fill in the yellow cells.

Base Equipment (Hardware)

BASE EQUIPMENT MUST BE MANUFACTURED BY PROPOSER

PRICING MUST BE DISCOUNTED PER THE BASELINE PRICE AND DISCOUNTS PROVIDED IN THE "DISCOUNTS" TAB

Classification	Spec Item #	QTY	Item SKU	Item Description	LIST PRICE	QTY1 DISCOUNT	QTY1 PRICE
<i>Example</i>	STB-1	1	ABC123	Acme Coyote III	\$ 1,000.00	75.00%	\$ 250.00
Storage	ST1B-1	1	2076-124	STORAGE 1	\$ 69,838.00	45.00%	\$ 38,410.90
Storage	ST2B-1	1	2076-124 & 224	STORAGE 2	\$ 118,673.00	45.00%	\$ 65,270.15
Total							\$ 103,681.05

OPTIONS/UPGRADES/PERIPHERALS

OPTIONS/UPGRADES/PERIPHERALS PROPOSED FOR MARKET BASKET SPECIFICATIONS MAY BE THIRD PARTY PRODUCTS

Classification	Spec Item #	QTY	MFG SKU #	Item Description	BASE/LIST	QTY1 DISCOUNT	QTY1 PRICE
Option	ST10-1	1	Upgrade config to add an expansion enclosure (2076-224) and 26 additional 300GB/15K drives for 12TB total raw capacity	Upgrade to 12TB Installed Raw Capacity	\$ 66,112.00	45.00%	\$ 36,361.60
Option	ST20-1	1	Upgrade config to add an expansion enclosure (2076-224) and 27 additional 300GB/15K drives for 16.2TB total raw capacity	Upgrade to 16TB Installed Raw Capacity	\$ 67,441.00	45.00%	\$ 37,092.55
Peripheral	ST1P-1	1	n/a	Color Printer	N/A	N/A	#VALUE!
Peripheral	ST1P-2	1	n/a	Black & White Printer	N/A	N/A	#VALUE!
Peripheral	ST1P-3	1	n/a	19" Monitor	N/A	N/A	#VALUE!
Peripheral	ST1P-4	1	n/a	24" Monitor	N/A	N/A	#VALUE!
Total							\$ 73,454.15

VOLUME DISCOUNTS

Calculate price for 10 units based on volume discount provided for ST2B-1	n/a
Calculate price for 100 units based on volume discount provided for ST2B-1	n/a
Calculate price for 1000 units based on volume discount provided for ST2B-1	n/a

BAND 5: STORAGE - Market Basket Pricing

Responder Name:
Alan Ernst

Please fill in the yellow cells.

- A. EACH STATE DETERMINES IF AND HOW SERVICES WILL BE OFFERED IN THEIR PARTICIPATING ADDENDUM**
- B. TRAVEL FOR SERVICES TO BE NEGOTIATED WITH EACH STATE IN THEIR PARTICIPATING ADDENDUM.**
- C. RESPONDER MAY PROVIDE DISCOUNT OFF LIST, HOURLY AND/OR UNIT RATES**

SERVICES

Spec Item #	Quantity	Commodity Description	PRICING - PROPOSER MAY PROVIDE DISCOUNT OFF LIST, HOURLY OR PER UNIT RATES
STS-1	1	Warranty Upgrade-2 yr	This is customized as price and discount are based upon individual configurations.
STS-2	1	Warranty Upgrade-3 yr	This is customized as price and discount are based upon individual configurations.
STS-3	1	Warranty Upgrade-AD	This is customized as price and discount are based upon individual configurations.
STS-4	1	Break Fix - Non Warranty	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-5	1	Image Loading	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-6	1	Image Consulting	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-7	1	Asset Tagging	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-8	1	Installation	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-9	1	General Consulting	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-10	1	Training	See Cost Proposal Question 15 - Proposed WSCA Rate Card
STS-11	1	Staging/Deployment	See Cost Proposal Question 15 - Proposed WSCA Rate Card

BAND 5: STORAGE - Market Basket Specs				
Responder Name:				
Alan Ernst				
BOLD font is a minimum requirement that the offering must MEET OR EXCEED, <i>blue italic font does not have a minimum</i>, please provide the offered specification in either instance.				
<i>Please fill in the yellow cells.</i>				
Base Equipment (Hardware)				
ST1B-1	STORAGE 1 SKU:	2076-124	STORAGE 1 LIST PRICE:	\$ 69,838.00
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
ST1B-1	Architecture	Specify	Storwize V7000	2076-124
	Raw Disk Capacity - Base	4 TB	4.2TB raw using 300GB/15K drives	f/c 3253
	Effective Capacity - Maximum	128 TB	Using 1.2TB/10K drives, a cluster of (4) V7000s can scale to approx 877TB binary RAID5	N/A
	Maximum Cache	32 GB	Scales to 64GB cache when clustering (4) V7000s	QTY=2 f/c 6008 is 16GB cache per V7000 controller for atotal of 64GB across (4) V7000s
	Minimum number of Drives	4	14 configured	N/A
	Raid Options	<i>Specify</i>	0, 1, 5, 6 and 10 supported	N/A
	Back end disk channel interface	SAS	Yes	N/A
	Drive Types Supported	SATA , SAS	SSD, SAS and Nearline SAS	N/A
	Sdrives Supported - fully expanded	60	24 per shelf using small form factor drives; max of 240 drives per V7000 subsystem and 960 drives in a (4) V7000 cluster	N/A
	Shelves	1 shelf	1 shelf configured	N/A
	Protocol Support	TCP/IP	Yes - iSCSI for host attach; IP for management	N/A
	Chassis - rack mount rails	Yes	Yes - industry standard 19" rack	N/A
	<i>Controller type</i>	<i>Specify</i>	2.1 GHz Intel Quad Core 64-bit	N/A
	<i>Controller Host Interface - speed and number of ports</i>	<i>Specify Speed and Number</i>	(8) 8Gbps FC plus (4) 1Gbps iSCSI	Included as standard with V7000 controller
	<i>Controllers - Dual Controller Support</i>	<i>Yes or No</i>	Yes	N/A
	<i>Storage Replication Support</i>	<i>Specify</i>	Flashcopy, Metro (sync) and Global (async)	Flashcopy included with base V7000 software; replication software with 5639-RM1
	<i>Chassis - Height (U)</i>	<i>Specify height (U)</i>	2U per enclosure	N/A
	<i>Chassis - Rack Hole Type</i>	<i>Specify round or square</i>	?? - installs in an industry standard 19" rack; rails provided	N/A
	<i>Power single phase standara</i>	<i>Specify</i>	Yes	N/A
	<i>Power - Three Phase availability</i>	<i>Yes or no</i>	No	N/A
<i>Power - Redundancy</i>	<i>Yes or no</i>	Yes	N/A	
<i>Power Type</i>	<i>Specify</i>	100-240 V ac, 3.8 - 9.0 A, 50/60 Hz	f/c 9801	
<i>Power - BTU Rating</i>	<i>Specify</i>	1460	N/A	
<i>Power - Amps/Voltage</i>	<i>Specify</i>	100-240 V ac, 3.8 - 9.0 A	N/A	
<i>Power - Watts</i>	<i>Specify</i>	430 watts	N/A	
Warranty on above hardware and software	Manufacturer Warranty - Minimum one year	3 year 8x5 warranty	N/A	
Spec #	Options/Upgrades	Minimum Requirements	Manufacturer & SKU #	List Price
ST10-1	Upgrade to 12TB Installed Raw Capacity	Provide description and SKU	Upgrade config to add an expansion enclosure (2076-224) and 26 additional 300GB/15K drives for 12TB total raw capacity	\$66,112.00

BAND 5: STORAGE - Market Basket Specs				
Responder Name:				
Alan Ernst				
BOLD font is a minimum requirement that the offering must MEET OR EXCEED, <i>blue italic font does not have a minimum</i> , please provide the offered specification in either instance.				
Please fill in the yellow cells.				
Base Equipment (Hardware)				
ST2B-1	STORAGE 2 SKU:	2076-124 & 224	STORAGE 2 LIST PRICE:	\$ 118,673.00
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
ST2B-1	Architecture	Specify	Storwize V7000	2076-124 and 2076-224
	Raw Disk Capacity - Base	8 TB	8.1TB raw using 300GB/15K	f/c 3253
	Effective Capacity - Maximum	256 TB	Using 1.2TB/10K drives, a cluster of (4) V7000s can scale to approx 877TB binary RAID5	N/A
	Maximum Cache	64 GB	Scales to 64GB cache when clustering (4) V7000s	QTY=2 f/c 6008 is 16GB cache per V7000 controller for atotal of 64GB across (4) V7000s
	Minimum number of Drives	8	27 configured	N/A
	Raid Options	<i>Specify</i>	0, 1, 5, 6 and 10 supported	N/A
	Back end disk channel interface	SAS	Yes	N/A
	Drive Types Supported	SATA , SAS	SSD, SAS and NL SAS supported	N/A
	Sdrives Supported - fully expanded	60	24 per shelf using small form factor drives; max of 240 drives per V7000 subsystem and 960 drives in a (4) V7000 cluster	N/A
	Shelves	1 shelf	2 shelves configured	N/A
	Protocol Support	TCP/IP	Yes - iSCSI for host attach; IP for management	N/A
	Chassis - rack mount rails	Yes	Yes - industry standard 19" rack	N/A
	<i>Controller type</i>	<i>Specify</i>	2.1 GHz Intel Quad Core 64-bit	N/A
	<i>Controller Host Interface - speed and number of ports</i>	<i>Specify Speed and Number</i>	(8) 8Gbps FC plus (4) 10Gbps iSCSI	Included as standard with V7000 controller
	<i>Controllers - Dual Controller Support</i>	<i>Yes or No</i>	Yes	N/A
	<i>Storage Replication Support</i>	<i>Specify</i>	Flashcopy, Metro (sync) and Global (async)	Flashcopy included with base V7000 software; replication software with 5639-RM1
	<i>Chassis - Height (U)</i>	<i>Specify height (U)</i>	2U per enclosure; 4U total for this config	N/A
	<i>Chassis - Rack Hole Type</i>	<i>Specify round or square</i>	?? - installs in an industry standard 19" rack; rails provided	N/A
	<i>Power single phase standard</i>	<i>Specify</i>	Yes	N/A
	<i>Power - Three Phase availability</i>	<i>Yes or no</i>	No	N/A
	<i>Power - Redundancy</i>	<i>Yes or no</i>	Yes	N/A
	<i>Power Type</i>	<i>Specify</i>	100-240 V ac, 3.8 - 9.0 A, 50/60 Hz for 2076-124 and 100-240 V ac, 3.2 - 8.0 A, 50/60 Hz for 2076-224	f/c 9801
	<i>Power - BTU Rating</i>	<i>Specify</i>	1460 for 2076-124 and 730 for 2076-224	N/A
	<i>Power - Amps/Voltage</i>	<i>Specify</i>	100-240 V ac, 3.8 - 9.0 A for 2076-124 and 100-240 V ac, 3.2 - 8.0 A for 2076-224	N/A
	<i>Power - Watts</i>	<i>Specify</i>	430W for 2077-124 and 215W for 2076-224	N/A
Warranty on above hardware and software	Manufacturer Warranty - Minimum one year	3 year 8x5 warranty	N/A	
Spec #	Options/Upgrades	Minimum Requirements	Manufacturer & SKU #	List Price
ST20-1	Upgrade to 16TB Installed Raw Capacity	Provide description and SKU	Upgrade config to add an expansion enclosure (2076-224) and 27 additional 300GB/15K drives for 16.2TB total raw capacity	\$67,441.00

PERIPHERALS 1 & 2 - Market Basket Specs

Responder Name:

Alan Ernst

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Please fill in the yellow cells.

PERIPHERALS OFFERED MAY BE THIRD PARTY PRODUCTS

BLACK & WHITE PRINTER

ST1P-1	PERIPHERAL 1 SKU:	n/a	PERIPHERAL 1 LIST PRICE:
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal
ST1P-1	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a
	Print speed (ppm)	20	n/a
	Minimum recommended print volume	250 pages per month	n/a
	Network Connection	Yes	n/a
	Two sided printing	Automatic	n/a
	Memory	32 MB	n/a
	Print resolution	600dpi	n/a
	Paper size	Letter	n/a
	Paper trays	250 sheets	n/a
	Energy Star compliance (verified at www.energystar.gov)	Yes	n/a
Warranty	minimum one (1) year warranty	n/a	

COLOR PRINTER

ST1P-2	PERIPHERAL 2 SKU:	n/a	PERIPHERAL 2 LIST PRICE:
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal
ST1P-2	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a
	Print speed (ppm)	20	n/a
	Minimum recommended print volume	250 pages per month	n/a
	Network Connection	Yes	n/a
	Two sided printing	Automatic	n/a
	Memory	128 MB	n/a

PERIPHERALS 3 & 4 - Market Basket Specs

Responder Name:

Alan Ernst

BOLD font is a minimum requirement that the offering must MEET OR EXCEED, blue italic font does not have a minimum, please provide the offered specification in either instance.

Please fill in the yellow cells.

PERIPHERALS OFFERED MAY BE THIRD PARTY PRODUCTS

19" Monitor

ST1P-3	PERIPHERAL 3 SKU:	n/a	PERIPHERAL 3 LIST PRICE:	n/a
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Mfg SKU#
ST1P-3	<i>Manufacturer Name</i>	<i>Specify manufacturer</i>	n/a	n/a
	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a	n/a
	Screen size (diagonal measure)	19 inches	n/a	n/a
	Format	Wide-Format, WSXGA compatible	n/a	n/a
	Resolution	1440 x 900	n/a	n/a
	Brightness	250 Nits / cd/m2	n/a	n/a
	Contrast	400 to 1	n/a	n/a
	Response Time	8 ms	n/a	n/a
	Pixel Policy	ISO-13406-2	n/a	n/a
	VGA interface	VGA interface required	n/a	n/a
	DVI interface	DVI interface required	n/a	n/a
	Display Port (DP) Interface	include DP interface	n/a	n/a
	Cables	include DVI cable	n/a	n/a
	Warranty	minimum one (1) year warranty	n/a	n/a
	Mounting Hole Pattern	VESA Compliant	n/a	n/a
	Stand	Height-adjustable stand	n/a	n/a
	Energy-Star	Energy Star compliant per v4.1 Tier II standard	n/a	n/a
	<i>Security lock slot</i>	<i>Specify whether monitor has security lock slot</i>	n/a	n/a
	EPEAT	EPEAT BRONZE level	n/a	n/a
<i>Environmental</i>	<i>Specify whether monitor is RoHS compliant</i>	n/a	n/a	

24" MONITOR

ST1P-4	PERIPHERAL 4 SKU:	n/a	PERIPHERAL 4 LIST PRICE:	n/a
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Mfg SKU#
ST1P-4	<i>Manufacturer Name</i>	<i>Specify manufacturer</i>	n/a	n/a
	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a	n/a
	Screen size (diagonal measure)	24 inches	n/a	n/a
	Format	Wide-Format, WSXGA compatible	n/a	n/a
	Resolution	1920 x 1080	n/a	n/a
	Brightness	250 Nits / cd/m2	n/a	n/a
	Contrast	400 to 1	n/a	n/a
	Response Time	8 ms	n/a	n/a
	Pixel Policy	ISO-13406-2	n/a	n/a
	<i>VGA interface</i>	<i>Specify whether VGA interface is included</i>	n/a	n/a
	DVI interface	DVI interface required	n/a	n/a
	<i>Display Port (DP) Interface</i>	<i>Specify whether DP interface is included</i>	n/a	n/a
	<i>Cables</i>	<i>Specify whether DVI cable is included</i>	n/a	n/a
	Warranty	minimum one (1) year warranty	n/a	n/a
	Mounting Hole Pattern	VESA Compliant	n/a	n/a
	Stand	Height-adjustable stand	n/a	n/a
	Energy-Star	Energy Star compliant per v4.1 Tier II standard	n/a	n/a
	<i>Security lock slot</i>	<i>Specify whether monitor has security lock slot</i>	n/a	n/a
	EPEAT	EPEAT BRONZE level	n/a	n/a
<i>Environmental</i>	<i>Specify whether monitor is RoHS compliant</i>	n/a	n/a	

BAND 5: STORAGE - SERVICES - Market Basket Specs				
Responder Name:				
Alan Ernst				
<i>Please fill in the yellow cells.</i>				
A. EACH STATE DETERMINES IF AND HOW SERVICES WILL BE OFFERED IN THEIR PARTICIPATING ADDENDUM				
B. TRAVEL FOR SERVICES TO BE NEGOTIATED WITH EACH STATE IN THEIR PARTICIPATING ADDENDUM.				
C. RESPONDER MAY PROVIDE DISCOUNT OFF LIST, HOURLY AND/OR UNIT RATES				
SERVICES				
Spec #	Description	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
ST1S-1	Warranty Upgrade-2 yr	Describe two year warranty on Storage 1	Equipment has 3 year 8x5 warranty. Warranty upgrades and extended maintenance are available.	n/a
ST1S-2	Warranty Upgrade-3 yr	Describe three year warranty on Storage 1	Equipment has 3 year 8x5 warranty. Warranty upgrades and extended maintenance are available.	n/a
ST1S-3	Warranty Upgrade-AD	Describe accidental damage protection on Storage 1	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-4	Break Fix - Non Warranty	Describe break-fix non warranty on Storage 1	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-5	Image Loading	Describe services to load custom software image at factory prior to delivery	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-6	Image Consulting	Develop custom software image solution.	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-7	Asset Tagging	Affix asset tags to equipment prior to delivery.	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-8	Installation	Describe equipment installation services available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-9	General Consulting	Describe Consulting services available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-10	Training	Describe Training Services Available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-11	Staging/Deployment	Describe staging/deployment services	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-12	System and Server Configuration	Describe system and server configurations services	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
ST1S-13	Rack and Stack Configuration	Describe Rack and Stack configurations services	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a

BAND 4: SERVER - Discount Structure	
Responder Name:	
Alan Ernst	
<i>Please fill in the yellow cells.</i>	
1. BASELINE PRICING	
IDENTIFY BASELINE/LIST PRICING UTILIZED:	MSRP
2. MINIMUM BAND DISCOUNT	
<i>PROPOSERS MUST PROVIDE MINIMUM DISCOUNT FOR BAND.</i>	
<i>PROPOSERS MAY PROVIDE ADDITIONAL CATEGORY DISCOUNTS IN EACH BAND.</i>	
CATEGORY NAME	DISCOUNT
MINIMUM DISCOUNT FOR BAND	5.00%
ADDITIONAL CATEGORIES	DISCOUNT
System x Hardware	24.00%
System x Software	14.00%
System I (a few Sw products are at zero discount)	18.00%
System p (This category of products has a broad range of discounts.)	0.0-32%
Middleware	0.00- 20%
3: OPTIONAL: 3RD PARTY MINIMUM DISCOUNT	
CATEGORY NAME	DISCOUNT
THIRD PARTY MINIMUM DISCOUNT FOR BAND	n/a
ADDITIONAL CATEGORIES	DISCOUNT
IBM is not including any 3rd Party products.	n/a
4: OPTIONAL: LEASE RATES	
<i>Provide Current lease rates</i>	
IBM will provide lease rates on a transaction basis at the time of the Server opportunity.	

BAND 4: SERVER - Volume Discounts

Responder Name:

Alan Ernst

Please fill in the yellow cells.

Responders may provide volume based pricing allowing deeper discounts on volume purchases (greater than Qty 1)

1. Per Transaction Multiple Unit Discount

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.

IBM treats each customer solution as a unique transaction and therefore does not offer a set multiple unit discount. IBM competitively discounts our products and therefore can and does offer deeper than WSCA-NASPO entitled discounts depending on any number of factors including configuration and competition.

2. Cumulative

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.

IBM treats each customer solution as a unique transaction and therefore does not offer cumulative volume discounts. However, as stated above, IBM competitively discounts our products and therefore can and does offer deeper than WSCA-NASPO entitled discounts depending on any number of factors including configuration, competition, and volumes.

3. Other Discounts

Describe additional discounts available.

An example of other discounts would be an IBM promotion for a specific product(s) for a prescribed period of time.

BAND 4: SERVER - Market Basket Pricing

Responder Name:

Alan Ernst

Market Basket Pricing is used for EVALUATION PURPOSES ONLY.

Please fill in the yellow cells.

Base Equipment (Hardware)

BASE EQUIPMENT MUST BE MANUFACTURED BY PROPOSER

PRICING MUST BE DISCOUNTED PER THE BASELINE PRICE AND DISCOUNTS PROVIDED IN THE "DISCOUNTS" TAB

Classification	Spec Item #	QTY	Item SKU	Item Description	LIST PRICE	QTY1 DISCOUNT	QTY1 PRICE
Example	SEB-1	1	ABC123	Acme Roadrunner XI	\$ 1,000.00	75.00%	\$ 250.00
Server	SE1B-1	1	x3550 M4 (7914AC1)	SERVER 1	\$ 8,725.00	24.00%	\$ 6,631.00
Server	SE2B-1	1	x3750 M4 (8722AC1)	SERVER 2	\$ 24,441.00	24.00%	\$ 18,575.16
Total							\$ 25,206.16

OPTIONS/UPGRADES/PERIPHERALS

OPTIONS/UPGRADES/PERIPHERALS PROPOSED FOR MARKET BASKET SPECIFICATIONS MAY BE THIRD PARTY PRODUCTS

Classification	Spec Item #	QTY	MFG SKU #	Item Description	BASE/LIST	QTY1 DISCOUNT	QTY1 PRICE
Option	SE10-1	1	0	Upgrade to 128 GB installed RAM	\$ 1,512.00	24.00%	\$ 1,149.12
Peripheral	SE1P-1	1	n/a	Color Printer	n/a	n/a	#VALUE!
Peripheral	SE1P-2	1	n/a	Black & White Printer	n/a	n/a	#VALUE!
Peripheral	SE1P-3	1	n/a	19" Monitor	n/a	n/a	#VALUE!
Peripheral	SE1P-4	1	n/a	24" Monitor	n/a	n/a	#VALUE!
Total							#VALUE!

VOLUME DISCOUNTS

Calculate price for 10 units based on volume discount provided for SE2B-1	n/a
Calculate price for 100 units based on volume discount provided for SE2B-1	n/a
Calculate price for 1000 units based on volume discount provided for SE2B-1	n/a

BAND 4: SERVER - Market Basket Pricing

Responder Name:

Alan Ernst

Please fill in the yellow cells.

A. EACH STATE DETERMINES IF AND HOW SERVICES WILL BE OFFERED IN THEIR PARTICIPATING ADDENDUM

B. TRAVEL FOR SERVICES TO BE NEGOTIATED WITH EACH STATE IN THEIR PARTICIPATING ADDENDUM.

C. RESPONDER MAY PROVIDE DISCOUNT OFF LIST, HOURLY AND/OR UNIT RATES

SERVICES

Spec Item #	Quantity	Commodity Description	PRICING - PROPOSER MAY PROVIDE DISCOUNT OFF LIST, HOURLY OR PER UNIT RATES
SES-1	1	Warranty Upgrade-2 yr	This is customized as price and discount are based upon individual configurations.
SES-2	1	Warranty Upgrade-3 yr	This is customized as price and discount are based upon individual configurations.
SES-3	1	Warranty Upgrade-AD	This is customized as price and discount are based upon individual configurations.
SES-4	1	Break Fix - Non Warranty	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-5	1	Image Loading	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-6	1	Image Consulting	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-7	1	Asset Tagging	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-8	1	Installation	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-9	1	General Consulting	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-10	1	Training	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.
SES-11	1	Staging/Deployment	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.

BAND 4: SERVER #2 - Market Basket Specs

Responder Name:

Alan Ernst

BOLD font is a minimum requirement that the offering must MEET OR EXCEED, blue italic font does not have a minimum, please provide the offered specification in either instance.

Please fill in the yellow cells.

Base Equipment (Hardware)

SE1B-1	SERVER 2 SKU:	x3550 M4 (7914AC1)	SERVER 2 LIST PRICE:	\$	8,725.00
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Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
SE1B-1	Processor Socket(s)	Two	Two	NA
	Processor	Two Intel Xeon E5-2600 series (2.6GHz, 8-core)	Two Intel Xeon E5-2600 series (2.6GHz, 8-core)	FC A2B2 + FC A2B5 (SBB 94Y7454 + PN 94Y7463)
	RAM - Installed Capacity, type and speed	64 GB DDR3	64GB DDR3	8x FC A292 (PN 90Y3109)..configured
	RAM - Minimum expansion capability	768 GB	768GB max	24 x FC A47K (PN 46W0761) ..future capability
	RAM - memory slots	24 slots total	24 slots total	NA
	Hard Drive(s) installed	None required	not included	NA
	Internal disk capability	Capable of housing 2 or more internal hard disks	supports 8x2.5" SAS/SATA/SSD, Min. 4-HDD 2.5" backplane configured	FC A1HG (SBB 81Y6566)
	Disk Controller	Included (specify type)	ServeRAID M5110	FC A347 (PN 81Y4481)
	Optical Drive	DVD-ROM drive	DVD-ROM	FC4161 (PN 46M0901)
	Network	Dual Port GB Ethernet network interface(10/100/1000)	4xGige Standard (Integrated)	NA
	Slots	2 or more PCIe 3.0 x16 slots	PCIe Gen 3.0 , 2 x16 slots	FC A1HJ + A1HL (PN 94Y7585 + 69Y5671)
	Full or Half - height slots	Half-height slots	One Low Profile and one Full Height	NA
	video	HD Graphics	Matrox G200eR2 with 16 MB memory integrated into the IMM2	NA
	USB Ports - total	4 USB 2.0 Ports	(6) External standard	NA
	USB Ports - front side and internal	<i>Specify number of USM ports front side and internal</i>	Two USB 2.0 on Front, Four USB 2.0 on Rear, and One internal USB ports (for embedded hypervisor)	NA
	Warranty	Manufacturer Warranty Minimum 1 year	3YR 9x5 NBD	NA
	Form Factor	Rack Mountable	Rack Mountable	NA
	Device Height	<i>Specify Height in "U"</i>	1U	NA
	Rack Hardware (rails)	Included (specify type)	IBM System x Gen-III Slides /Rail Kit	NA
	Energy Star	<i>Specify if Energy Star 1.0 Tier 1 compliant</i>	Yes	NA
	Power	<i>Specify Power Connect Type (NEMA of IEC)</i>	2x750W PS, IEC C13/C14 Line cord	2x FC A1H5 (PN 94Y6669)
	Power - BTU Rating	<i>Specify BTU Rating</i>	1321 BTU (proposed config) (2978BTU, Label)	NA
	Power - Watts	<i>Specify Watts (min. and max.)</i>	387W (proposed config) (873W, Label)	NA
	Power - Single Phase	<i>Specify Single Phase Standard</i>	2x750W PS	NA
	Power - Three phase	<i>Specify Three phase is available</i>	Can connect to 3-Phase PDU	NA
	Power Redundancy	Dual Power Supply capable	2x750W PS	2x FC A1H5 (PN 94Y6669)
	Operating Systems Supported	<i>Specify What is supported</i>	Microsoft Windows Server 2012 R2 (support is planned for earlier in 2014), 2012, 2008 R2 and 2008, Red Hat Enterprise Linux 5 and 6, SUSE Linux Enterprise Server 10 and 11, VMware ESX 4.1 and VMware ESXi 4.1 embedded hypervisor (E5-2600 only), VMware vSphere 5.	See System x NOS and VMware sections: http://www-03.ibm.com/systems/xbc/cog/ .
	Automated Deployment Kit	<i>Specify what is provided</i>	IBM ServerGuide	NA

Spec #	Options/Upgrades	Minimum Requirements	Manufacturer & SKU #	List Price
SE10-1	Upgrade to 128 GB installed RAM	Provide description and SKU	8x8GB DIMMS (90Y3109) added to base 64GB to achieve 128GB (See RAM upgrade config file)	8x FC A292 (PN 90Y3109)

BAND 4: SERVER #2 - Market Basket Specs

Responder Name:

Alan Ernst

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Please fill in the yellow cells.

Base Equipment (Hardware)

SE2B-1	SERVER 2 SKU:	x3750 M4 (8722AC1)	SERVER 2 LIST PRICE:	\$ 24,441.00
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
	Processor Socket(s)	Four	Four	NA
	Processor	Four Intel Xeon E5-4640 series (2.4Ghz, 8-core)	Four Intel Xeon E5-4640 series (2.4Ghz, 8-core)	1x FC A2AG + 3 x FC A2AH (SBB + 88Y7346 + SBB 88Y7347 + 2 x PN 88Y7348)
	RAM - Installed Capacity, type and speed	64 GB DDR3	64 GB DDR3	16 x 4 FC A28Z (PN 49Y1559)
	RAM - Minimum expansion capability	192 GB	1.5TB (48x32GB DIMMS)	48x32 FC A291 (PN 90Y3105)
	RAM - memory slots	24 slots total	48 Slots total	Base 24-Dimm Expansion card + FC A29Z (SBB 88Y7364 + PN 88Y7365)
	Hard Drive(s) installed	None required	not included	NA
	Internal disk capability	Capable of housing 2 or more internal hard disks	supports 16x2.5" SAS/SATA/SSD, 32x1.8" SSD, Min. 4-HDD 2.5" backplane configured	FC A2A3 (SBB 88Y7438)
	Disk Controller	Included (specify type)	ServerRAID M5110e	FC A2N2 (No PN SKU _integrated)
	Optical Drive	DVD-ROM drive	SATA Multi-Burner	FC 4163 (PN 46M0902)
	Network	Dual Port GB Ethernet network interface(10/100/1000)	2xGige Standard (Integrated)	NA
	Slots	2 or more PCIe 3.0 x16 slots	3 x PCIe 3.0 x8 (x16 mechanical): Full-height, half-length. 5 x PCIe 3.0 x8: Low profile, half-length.	(5) on System Board std + (3) via FC A2A1 (PN 88Y7371)
	Full or Half - height slots	Half-height slots	3 x PCIe 3.0 x8 (x16 mechanical): Full-height, half-length. 5 x PCIe 3.0 x8: Low profile, half-length.	NA
	video	HD Graphics	Matrox G200eR2 with 16 MB memory integrated into the IMM2	NA
	USB Ports - total	4 USB 2.0 Ports	(4) External standard	NA
	USB Ports - front side and internal	Specify number of USM ports front side and internal	Two USB 2.0 on Front, Two USB 2.0 on Rear, and Two internal USB ports (for embedded hypervisor)	NA
	Warranty	Manufacturer Warranty Minimum 1 year	3YR 9x5 NBD	NA
SE2B-1	Form Factor	Rack Mountable	Rack Mountable	NA
	Device Height	Specify Height in "U"	2U	NA
	Rack Hardware (rails)	Included (specify type)	IBM System x Gen-III Slides /Rail Kit	NA
	Energy Star	Specify if Energy Star 1.0 Tier 1 compliant	Yes	NA
	Power	Specify Power Connect Type (NEMA of IEC)	2x1400W PS, IEC C13/C14 Line cord	2x FC A2A6 (PN 88Y7373)
	Power - BTU Rating	Specify BTU Rating	1950 BTU (proposed config) (5677BTU, Label)	NA
	Power - Watts	Specify Watts (min. and max.)	571W (proposed config) (1664W, Label)	NA
	Power - Single Phase	Specify Single Phase Standard	2x1400W PS	NA
	Power - Three phase	Specify Three phase is available	Can connect to 3-Phase PDU	NA
	Power Redundancy	Dual Power Supply capable	2x1400W PS	2x FC A2A6 (PN 88Y7373)
	Operating Systems Supported	Specify What is supported	Microsoft Windows Server 2008: HPC Edition, R2, Datacenter x64 Edition, Enterprise x64 Edition, Standard x64 Edition, Web x64 Edition, Windows Server 2012 Microsoft Windows Small Business Server 2008 Premium Edition/2008 Standard Edition Red Hat Enterprise Linux 5 Server with Xen x64 Edition Red Hat Enterprise Linux 5, 6 Server x64 Edition SUSE LINUX Enterprise Server 10, 11 for AMD64/EM64T SUSE LINUX Enterprise Server 11 with Xen for AMD64/EM64T VMware ESX 4.1 VMware ESXi 4.1 VMware vSphere 5.0, 5.1 (ESXi)	See System x NOS and VMware sections: http://www-03.ibm.com/systems/xbc/cog/
	Automated Deployment Kit	Specify what is provided	IBM ServerGuide	NA

BAND 4: SERVER - PERIPHERALS 1 & 2 - Market Basket Sp

Responder Name:

Alan Ernst

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in either instance.

Please fill in the yellow cells.

PERIPHERALS OFFERED MAY BE THIRD PARTY PRODUCTS

BLACK & WHITE PRINTER

SE1P-1	PERIPHERAL 1 SKU:	n/a	PERIPHERAL 1 LIST PRICE:
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal
SE1P-1	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a
	Print speed (ppm)	20	n/a
	Minimum recommended print volume	250 pages per month	n/a
	Network Connection	Yes	n/a
	Two sided printing	Automatic	n/a
	Memory	32 MB	n/a
	Print resolution	600dpi	n/a
	Paper size	Letter	n/a
	Paper trays	250 sheets	n/a
	Energy Star compliance (verified at www.energystar.gov)	Yes	n/a
Warranty	minimum one (1) year warranty	n/a	

COLOR PRINTER

SE1P-2	PERIPHERAL 2 SKU:	n/a	PERIPHERAL 2 LIST PRICE:
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal
SE1P-2	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a
	Print speed (ppm)	20	n/a
	Minimum recommended print volume	250 pages per month	n/a
	Network Connection	Yes	n/a
	Two sided printing	Automatic	n/a

BAND 4: SERVER - PERIPHERALS 3 & 4 - Market Basket Specs

Responder Name:

Alan Ernst

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Please fill in the yellow cells.

PERIPHERALS OFFERED MAY BE THIRD PARTY PRODUCTS

19" Monitor

SE1P-3	PERIPHERAL 3 SKU:	n/a	PERIPHERAL 3 LIST PRICE:	n/a
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Mfg SKU#
SE1P-3	<i>Manufacturer Name</i>	<i>Specify manufacturer</i>	n/a	n/a
	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a	n/a
	Screen size (diagonal measure)	19 inches	n/a	n/a
	Format	Wide-Format, WSXGA compatible	n/a	n/a
	Resolution	1440 x 900	n/a	n/a
	Brightness	250 Nits / cd/m2	n/a	n/a
	Contrast	400 to 1	n/a	n/a
	Response Time	8 ms	n/a	n/a
	Pixel Policy	ISO-13406-2	n/a	n/a
	VGA interface	VGA interface required	n/a	n/a
	DVI interface	DVI interface required	n/a	n/a
	Display Port (DP) Interface	include DP interface	n/a	n/a
	Cables	include DVI cable	n/a	n/a
	Warranty	minimum one (1) year warranty	n/a	n/a
	Mounting Hole Pattern	VESA Compliant	n/a	n/a
	Stand	Height-adjustable stand	n/a	n/a
	Energy-Star	Energy Star compliant per v4.1 Tier II standard	n/a	n/a
<i>Security lock slot</i>	<i>Specify whether monitor has security lock slot</i>	n/a	n/a	
EPEAT	EPEAT BRONZE level	n/a	n/a	
<i>Environmental</i>	<i>Specify whether monitor is RoHS compliant</i>	n/a	n/a	

24" MONITOR

SE1P-4	PERIPHERAL 4 SKU:	n/a	PERIPHERAL 4 LIST PRICE:	n/a
Spec #	Configuration	Minimum Requirements	Manufacturer's Proposal	Mfg SKU#
SE1P-4	<i>Manufacturer Name</i>	<i>Specify manufacturer</i>	n/a	n/a
	<i>Manufacturer Base Model Name</i>	<i>Specify the base model name</i>	n/a	n/a
	<i>Manufacturer Base Model #</i>	<i>Specify the base model number</i>	n/a	n/a
	Screen size (diagonal measure)	24 inches	n/a	n/a
	Format	Wide-Format, WSXGA compatible	n/a	n/a
	Resolution	1920 x 1080	n/a	n/a
	Brightness	250 Nits / cd/m2	n/a	n/a
	Contrast	400 to 1	n/a	n/a
	Response Time	8 ms	n/a	n/a
	Pixel Policy	ISO-13406-2	n/a	n/a
	<i>VGA interface</i>	<i>Specify whether VGA interface is included</i>	n/a	n/a
	DVI interface	DVI interface required	n/a	n/a
	<i>Display Port (DP) Interface</i>	<i>Specify whether DP interface is included</i>	n/a	n/a
	<i>Cables</i>	<i>Specify whether DVI cable is included</i>	n/a	n/a
	Warranty	minimum one (1) year warranty	n/a	n/a
	Mounting Hole Pattern	VESA Compliant	n/a	n/a
	Stand	Height-adjustable stand	n/a	n/a
	Energy-Star	Energy Star compliant per v4.1 Tier II standard	n/a	n/a
<i>Security lock slot</i>	<i>Specify whether monitor has security lock slot</i>	n/a	n/a	
EPEAT	EPEAT BRONZE level	n/a	n/a	
<i>Environmental</i>	<i>Specify whether monitor is RoHS compliant</i>	n/a	n/a	

BAND 4: SERVER - SERVICES - Market Basket Specs

Responder Name:

Alan Ernst

Please fill in the yellow cells.

A. EACH STATE DETERMINES IF AND HOW SERVICES WILL BE OFFERED IN THEIR PARTICIPATING ADDENDUM

B. TRAVEL FOR SERVICES TO BE NEGOTIATED WITH EACH STATE IN THEIR PARTICIPATING ADDENDUM

C. RESPONDER MAY PROVIDE DISCOUNT OFF LIST, HOURLY AND/OR UNIT RATES

SERVICES				
Spec #	Description	Minimum Requirements	Manufacturer's Proposal	Manufacturer SKU #
S1S-1	Warranty Upgrade-2 yr	Describe two year warranty on Server 1	Warranty upgrade-2 yr is available 9x5 or 24x7 with 2 or 4 hour response	ie. 00A4435 - 00A4437
S1S-2	Warranty Upgrade-3 yr	Describe three year warranty on Server 1	Warranty upgrade-3 yr is available 9x5 or 24x7 with 2 hr, 4 hr or next day response	ie. 00A4438 - 00A4441
S1S-3	Warranty Upgrade-AD	Describe accidental damage protection on Server 1	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-4	Break Fix - Non Warranty	Describe break-fix non warranty on Server 1	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-5	Image Loading	Describe services to load custom software image at factory prior to delivery	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-6	Image Consulting	Develop custom software image solution.	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-7	Asset Tagging	Affix asset tags to equipment prior to delivery.	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-8	Installation	Describe equipment installation services available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-9	General Consulting	Describe Consulting services available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-10	Training	Describe Training Services Available	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a
S1S-11	Staging/Deployment	Describe staging/deployment services	This is customized, however see Cost Proposal Question #15 for Proposed WSCA Rate Card.	n/a