

August 18, 2016

Lenovo

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Stephanie Gale  
State of West Virginia  
2019 Washington St E  
Charleston, WV 25305

Dear Ms. Stephanie Gale:

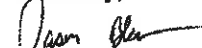
Thank you for the opportunity to propose what we believe is an outstanding solution to State of West Virginia's requirements. We are dedicated to ensuring the success of our partnership with State of West Virginia and we believe that our response demonstrates our commitment to this relationship. Highlights of our proposal include:

1. **Technical leadership** – In Gartner's recent Magic Quadrant report, Lenovo was rated #1 in Ability to Execute and Completeness of Vision for Desktops and Notebooks resulting from our strong product design and continued investment in development capabilities coupled with our continuous improvements in our sales strategy and supply chain.
2. **Commitment to the PC industry** – According to TBR: "Lenovo has shown it will continue its work in the PC space as others rethink their commitments. Many IT vendors seek to broaden their focus beyond the PC/Mobile device hardware space while maintaining their status as a trusted advisor to customers. For Lenovo, PCs and mobile devices are not adjunct businesses; they are the core focus. Therefore, while budgetary pressures have PC refresh cycles extending beyond three years, buyers can derive confidence from the knowledge that Lenovo has committed to be in the business for the long term. Businesses can trust that Lenovo will provide the service support that facilitates the positive end-user experiences and decreases the IT administrative burden".
3. **Innovation, Quality and Reliability** – For over 30 years, Lenovo's Think Brand has been known for unparalleled quality. According to the latest survey data, the average industry PC will experience 5.4 more hardware failures per 100 notebooks compared to ThinkPad laptops and 7.7 more per 100 desktops compared to ThinkCentre desktops. In a very conservative estimate using end-user hourly cost of \$50/hour, Think quality would represent a savings approaching \$100,000 in *avoidance* of repairs and downtime over two years.
4. **World Class Services** – Lenovo is an award winning services provider trusted by thousands of customers worldwide to support the full lifecycle of Lenovo PCs. Lenovo Services has a two phased approach to PC deployment, centered on integrating customer deployment activities into our device manufacturing process and automating as many of the image customization tasks as possible. Through integration and automation, Lenovo is able to assist our customers in affecting four of the key areas that drive up costs within deployments: technician touch time, solution complexity, IT standardization and deployment time. Lenovo Services can provide a significant reduction in both the cost and time associated with a traditional PC deployment.

When coupling the points above with a proposal containing a strong value proposition, competitively priced laptop and desktop models and personal executive commitment, Lenovo believes that State of West Virginia will find convincing justification to partner with Lenovo.

In order to fully articulate the value of our compelling financial and technical solution, we would like the opportunity to meet with State of West Virginia to present our proposal and discuss the Lenovo value proposition.

Sincerely,



Jason Black, Account Executive  
[jblack@lenovo.com](mailto:jblack@lenovo.com) • (919) 906-7209

08/18/16 08:59:44  
WV Purchasing Division

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## Executive Summary



- Lenovo has been the #1 PC Company in the world for 12 consecutive quarters! (IDC & Gartner, April 2016)
- Lenovo total worldwide PC share at 21.2% (Source: IDC, July 2016)
- Lenovo has out-grown the worldwide PC market for 27 straight quarters.
- Over 1,700 designers, scientists and engineers
- 8 research and development centers, 31 manufacturing sites
- Largest R&D to Revenue ratio in the industry
- \$44 billion in revenue for 2015/2016 (fiscal year-end March 31<sup>st</sup>)
- **#202** in **Fortune's 2015 Global 500** list of top-ranked companies, Lenovo's 2016 ranking is 29 spots higher than last year.
- **66 awards** across many different categories at the Consumer Electronics Show (CES) in 2016

### Our Mission

Our vision is to make people's lives easier and better and their work more efficient – by providing a rich portfolio of smart devices, including end user devices and cloud service infrastructure, with connected applications and services, and the best user experience

We will accomplish this through:

- **Personal Computers:** Lead in PCs and be respected for our product innovation and quality.
- **Convergence:** Lead the industry with an ecosystem of devices, services, applications and content for people to seamlessly connect to people and web content.
- **Culture:** Become recognized as one of the best, most trusted and most well-respected companies to work for and do business with



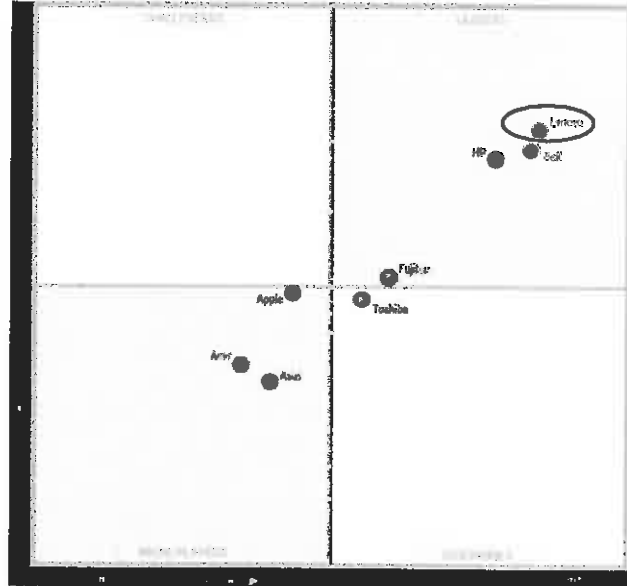
### Lenovo, the Most Complete Vision for IT (Gartner, November 2014)

“Lenovo's focus is on continuing improvement of its global capabilities and market understanding. This has produced market share gains in the enterprise and consumer markets. Lenovo still invests heavily in product innovation, while keeping prices highly competitive—both of which contributed to its growth ... Lenovo is a leading option for organizations requiring global PC deployments, and a strong, viable supplier for all business notebook and desktop requirements.”

#### Lenovo's Strengths:

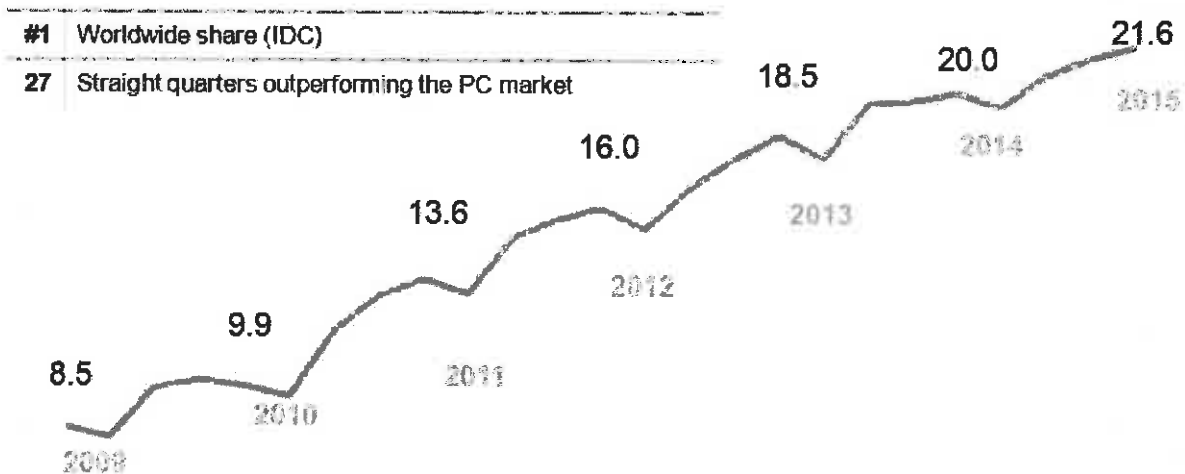
- Strong product design, and continued investment in development capabilities
- Well-established ThinkPad brand
- Continuous improvements in its sales strategy, channel and supply chain, combined with an aggressive competitive approach to the corporate market
- Continuing geographic expansion in emerging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

Magic Quadrant  
Figure 1. Magic Quadrant for Global Enterprise Desktops and Notebooks













### Lenovo's Performance

Lenovo WW PC Market Share – 1.5% YTY Share Gain





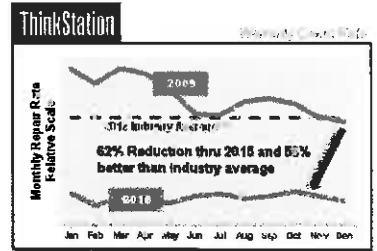
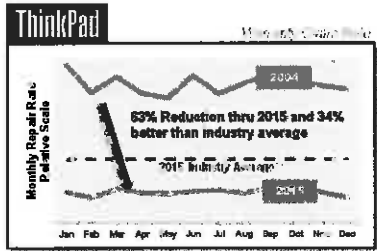
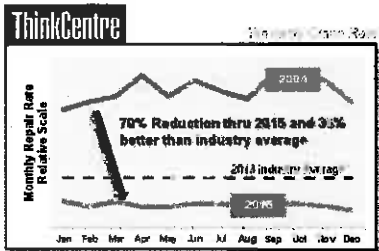
## Passing 10 Mil Specs Means ThinkPads are Tough

<b>Humidity</b>  Relative humidity of 91-98% at 88 to 140° F	<b>Low Temperature</b>  -4° F for over 72 hours	<b>High Temperature</b>  +86 to +140° F over 7 x 24 hour cycles	<b>Sand</b>  140 mesh silica dust for 6 hour cycles	<b>Fungus</b>  28 days of fungal growth
<b>Vibration</b>  Multiple tests while running and turned off	<b>Mechanical Shock</b>  High acceleration and repeated shock pulses over 16 times	<b>Altitude</b>  Tests operation at 15,000 feet while running	<b>Extreme Temperatures</b>  -4 to 140° F over 3 cycles of 2 hour duration	<b>Solar Radiation</b>  3 & 4 24-hour cycles of controlled simulated solar radiation

\*MIL-STD-883C is a set of 175 military testing standards that is used to evaluate equipment's performance when exposed to a life cycle of environmental stresses.

## Customers Demand and We Deliver Lower Failure Rates

Think brands' repair rates, as published by Industry analysts, are lower than the industry average. Lenovo has improved Think brand quality, as evidenced by warranty repair rates, every year since transitioning from IBM in early 2005.



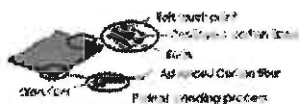
More than a Decade of Continuous Improvement and Industry Leadership

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\* Gartner's Hardware DASH Q1 Report, 2016  
\*\* The Consumer Electronics Technology Forecast, 2016  
\*\*\* TBR's Hardware Failure - Industry Search Report, 2015



## ThinkPads: Designed to Perform, Engineered to Last



Optimized wireless antenna design



Power reserve 30-day standby



VOIP optimized



Mobile Hotspot



Motion sensing HDD active protection system and magnesium roll cage



Extensive torture testing



Anti-shock floating design



Lenovo tools



Rubber feet with air shock absorbers



Stable Platform for Imaging



Copper heat pipe

Mesh layer Sintered wall



Thin walls greater volume Patented 2-in-1 heat pipe

### The ThinkGreen Approach

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

- Lenovo has implemented recycling programs in every country in which we do business, with many of those offering free recycling.
- Lenovo supports a recovery and recycling system in which the major stakeholders (including manufacturers) play a part.
- Lenovo achieved its global compliance of RoHS requirements in 2007 for newly launched Lenovo products.
- Lenovo offers numerous EPEAT Gold rated products in many countries around the world. To get a complete list of Lenovo's EPEAT certified products visit EPEAT's registry search tool ([www.epeat.net](http://www.epeat.net)).
- Lenovo offers a full complement of ENERGY STAR® qualified notebooks, desktops, workstations, monitors, and servers. See [http://www.lenovo.com/social\\_responsibility/us/en/ES\\_Products.pdf](http://www.lenovo.com/social_responsibility/us/en/ES_Products.pdf) for a complete list of Lenovo's ENERGY STAR qualified products.
- Lenovo is ISO 9001, 14001, and 18001 certified.
- Lenovo has GreenGuard certified systems





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

**Green packaging less volume and weight and up to 90.5% more systems / pallet**



T400 T410 T420 T430

**100% recyclable thermoformed plastic cushions vs. Styrofoam**



**Post-consumer recycled plastic**



**Bulk packaging**



**100% mercury-free LED displays and arsenic-free systems**



**Top environmental certifications**



**Green Power Manager and Peak Power Scheduler reduces power costs**

## A Global Service Parts Network to Reach All Customers

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

### Parts network provides:

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



## Service Parts Stocking

### + Service and Support Should Feel “Next Door”



## International Warranty Service

Lenovo's International Warranty Service offering enables employees who travel with or relocate any ThinkPad, ThinkCentre, ThinkStation or ThinkServer system to receive warranty service in any country where that product is sold and serviced; there are currently over 60 countries. Lenovo products can be serviced by Lenovo resellers authorized to perform warranty service under the warranty terms, wherever the specific Lenovo product is sold and serviced. Lenovo has enhanced our International Warranty Service (IWS) and now Global Model Plus systems will be automatically registered for this service, at no charge, when they are manufactured, no longer requiring end users to manually do this process.

## Flexible Fulfillment

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

## Lenovo Product Discounts for your Employees

Lenovo's Affinity program offers organizations a solution for Employees, Students, and Members to purchase Lenovo PC products, accessories and options directly from Lenovo at discounted prices. These discounts cover Lenovo's entire product line including the best engineered award-winning ThinkPad notebooks. As a valued Affinity participant you are entitled to receive discounts above and beyond the lenovo.com price. Moreover, Affinity customers will frequently receive special eCoupon offers providing a greater discount. The Affinity Program is a separate offering from this proposal. Please visit our website to learn more <http://www.lenovo.com/affinity>





## Lenovo's Commitment to State of West Virginia

- Biggest and most committed PC vendor in the world
- Heavy investments in reliability, engineering, and innovation
- Rich portfolio extends from data center to pants pocket
- Powerful, scalable, workload optimized enterprise servers
- Extensive datacenter skills and expertise
- Request a Lenovo Services whiteboard session



## Conclusion

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



## Request for Proposal

### 3.1.10 Miscellaneous Mandatory Requirements

- 3.1.10.1 All computing equipment offered in the Vendor's response must be OEM, products. These specifications represent the current needs of the State. Vendors must provide detailed specification sheets for all requested products. Vendor's bid cannot be evaluated until specification sheets are provided. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets if requested by the Purchasing Division by an established deadline may be disqualified. All equipment must be delivered to the State with new components only, not refurbished, used or recycled components. Shipping cost for returns must be paid by vendor.

**Lenovo Response:**

Data Sheets for proposed models are located in Attachment D of this document

- 3.1.10.2 All computers provided under this contract must be business-class machines.

**Lenovo Response:**

Lenovo has proposed business class machines in our response

- 3.1.10.3 Vendor must provide access (i.e., via an FTP site) to all OEM-provided original system disks associated with the proposed equipment, including, but not limited to, operating system software, drivers and any additional "add-ons" such as Adobe Acrobat.

**Lenovo Response:**

Support.lenovo.com is an innovative portal; designed to provide a comprehensive overview of support and service of Lenovo products. On this site State of West Virginia will have access to the latest drivers and software updates, be able to view or download guides and manuals, troubleshoot issues on your Lenovo product, access important warranty information, as well as view the warranty status of your products. The warranty status of individual devices are at your fingertips and by using the batch upload feature, State of West Virginia can obtain a report of the standing of all assets in your inventory. Lenovo customers have complete access, 24 hours per day, 7 days per week, to all online support tools via this site.

- 3.1.10.4 Microsoft Windows 10 professional, or equal. Downgrade rights must be available when asked.

**Lenovo Response:**

Lenovo has included Windows 10 Professional in the proposed models.

- 3.1.10.5 All systems must include a Trusted Platform Module (TPM).

**Lenovo Response:**

All of the models proposed include TPM except for the MIIX 700 tablet.



- 3.1.10.6 Computrace, or equal Complete 4 Year license must be included with all mobile systems.

**Lenovo Response:**

Lenovo has included pricing for Computrace as an option for mobile systems. Please see line 32 of the attached pricing spreadsheet.

- 3.1.10.7 All hardware provided under this contract must be Energy Star 5.0 compliant.

**Lenovo Response:**

Lenovo's proposed models are Energy Star 6.1 compliant.

- 3.1.10.8 All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification. Vendor's bid cannot be evaluated until specification sheets are provided. The Vendor must be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid. Vendors who fail to provide required documentation when requested by the Purchasing Division by the established deadline shall be disqualified.

**Lenovo Response:**

Lenovo's proposed Desktops and Monitors all have an EPEAT Gold rating. Please see the following link for Lenovo's EPEAT ratings by product.

<http://ww2.epeat.net/CompanyDetail.aspx?CompanyID=37>

- 3.1.10.9 Vendor must guarantee current model's availability through "end of life" cycle, with the understanding that if platform revisions take place, it is the State's option to accept or reject any proposed model replacements, as detailed below. At a minimum the vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.

**Lenovo Response:**

Lenovo's proposed models follow the Intel processor roadmap and have a life cycle of ~12 months. Jason Black, your dedicated Lenovo rep, will meet with State of West Virginia on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo Customer transition documents. These documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make State of West Virginia aware of product changes and give you the ability to select the model that best meets your requirements. Lenovo stocks service parts and provides support during the warranty and maintenance periods. We make commercially reasonable efforts to maintain service parts for up to five years after the last order date.



3.1.10.10 Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.

**Lenovo Response:**

Unlike some competitors who view the PC as a commodity, Lenovo passionately believes the PC is a critical business tool and engineers its products to provide customers with the highest reliability and lowest lifecycle costs.

The "commodity business model" prevalent in the industry focuses on the PC as a combination of standard components put together with little or no differentiation in product design or suppliers. Competitors who embrace this model focus almost exclusively on cost and supply availability in component selection. They will buy the lowest cost components from the spot market and change parts to take advantage of fluctuating prices. For example, a PC vendor might provide one type of graphics card in a specific system model and then switch parts to reduce costs. Thus, the same model could have two or more different graphics cards during its lifecycle. This type of change has the potential to significantly increase customers' time and costs associated with software image management, help desk support, software and hardware compatibility and system maintenance.

In contrast, Lenovo standardizes on select suppliers who build PC components to the company's specifications. Maintaining component consistency in our products is an integral part of Lenovo's Quality program. Our goal is to completely avoid, or minimize, changes in suppliers and components during each model's lifecycle. If a change must be made, we will make every effort to ensure that it does not require a downstream change in customers' software images.

Once Lenovo selects suppliers to provide specific components, the company maintains these business relationships for continuous access to the same parts over the entire product lifecycle. With its "workhorse models program," Lenovo commits to customers that it will not change a component supplier for non-essential reasons, and will make every effort to ensure that customers' standard images run without change. The industry repeatedly has recognized the company's leadership in product quality and component consistency.

3.1.10.11 The successful Vendor must provide a life cycle map of the model upgrades planned or anticipated for the next twelve to eighteen months within thirty (30) days of contract award. This map path must be updated annually.

**Lenovo Response:**

Jason Black, your dedicated Lenovo rep, will meet with State of West Virginia on within 30 days of contract award (and on a quarterly basis) to provide and discuss the Lenovo Customer transition documents. These documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make State of West Virginia aware of product changes and give you the ability to select the model that best meets your requirements.

3.1.10.12 Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail.

**Lenovo Response:**

Lenovo will inform State of West Virginia of any platform changes to models 60 days prior to replacement.



3.1.10.13 Vendor must provide the State with two (2) of all initial contract models and any proposed replacement models, free of charge, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state will return this equipment upon expiration of the contract.

**Lenovo Response:**

Lenovo will provide qty 2 of each initially agreed upon contract model and qty 2 of each proposed replacement models at transition at no charge.

3.1.10.14 Vendor must guarantee that any replacement units meet, or exceed the current model's specifications, and are compatible and certified to operate with the State-provided image.

**Lenovo Response:**

Lenovo agrees

3.1.10.15 Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.

**Lenovo Response:**

Lenovo intends to keep pricing consistent during transition, however In the event that a product transition leads to a leap in technology and / or cost for a specific configuration, Lenovo agrees to work with State of West Virginia to set a mutually agreed on fixed price.

3.1.10.16 Current models must be available for purchase by the State, until the proposed replacement units have been approved by the Office of Technology, and are ready to be shipped. The current models must be available during the sixty-day term that the State requires for the evaluation of the proposed replacements.

**Lenovo Response:**

Lenovo agrees

3.1.10.17 If the computing equipment experiences "repeated failure" in the first year of ownership, the supplier must replace the failed equipment with new equipment of the same make and model or a model equal to or better than that which is currently provided under this contract. The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

**Lenovo Response:**

Lenovo agrees



- 3.1.10.18 Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award.

**Lenovo Response:**

State of West Virginia's Primary Account Manager at Lenovo is Jason Black who is located in the DC area. Jamie Royster is his immediate supervisor who is located in the Lenovo Morrisville, NC Headquarters location.

- 3.1.10.19 Orders must be shipped complete. Partial orders will not be accepted .

**Lenovo Response:**

Lenovo agrees

- 3.1.10.20 Orders must be delivered inside agency building/room.

**Lenovo Response:**

Lenovo agrees to inside delivery at State of WV locations.

- 3.1.10.21 Vendor must guarantee a maximum of sixteen (16) business days or less for delivery (ARO).

**Lenovo Response:**

Lenovo agrees

- 3.1.10.22 Vendor must have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in 3.1.10.21. Vendor must guarantee that emergency order deliveries will be made within five (5) business days (ARO).

**Lenovo Response:**

Lenovo agrees to have a procedure in place for meeting the emergency order delivery requirement of 5 business days

- 3.1.10.23 Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency.

**Lenovo Response:**

Once a carton is opened and the system has obvious damage, fails to power up or fails diagnostics, the product is considered Dead on Arrival (DOA). During the warranty period should a product arrive DOA, Lenovo will repair or replace the product according to the terms of the Limited Warranty. If Lenovo or its Authorized Service Provider be unable to repair or replace the failing unit, the unit can be returned for the original purchase price.

State of West Virginia should notify their designated Customer Support Representative or Lenovo Authorized Business Partner, who will collect the appropriate information (serial number, machine type/model, and the original PO number) and submit the request to Lenovo Field Support. Lenovo will



repair or replace the product under the type of service designated for the product during the warranty period. The customer will not be charged for this transaction.

In certain countries, Lenovo will accept returns in the case of DOA. To process a return, State of West Virginia must contact your Lenovo Customer Support Representative to obtain a return-authorization form. State of West Virginia must return the new Product, including all documentation and accessories, intact and in its original packaging, to a Lenovo designated location by the date Lenovo specifies. A copy of the invoice, the return-authorization form, and the shipping label must accompany the return. Lenovo will pay return shipping and handling charges.

- 3.1.10.24 All orders placed against this contract must be FOB Destination, regardless of the delivery site location within the state. The agency must specify at the time of the order whether in-side delivery is required.

**Lenovo Response:**

Lenovo agrees

- 3.1.10.25 All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.

**Lenovo Response:**

Lenovo Agrees

- 3.1.10.26 The successful vendor must provide customer support via toll free number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

**Lenovo Response:**

Lenovo agrees

- 3.1.10.27 Vendor must provide dedicated representatives in both sales and technical support, offering toll-free access and e-mail contact references.

**Lenovo Response:**

Lenovo is committed to your satisfaction, and will support State of West Virginia with resources, both sales and technical, which understand your business and support your key business initiatives.

**The Lenovo Core Team:**

- **Jason Black** – Lenovo Account Executive - 919.906.7209 - [jblack@lenovo.com](mailto:jblack@lenovo.com)
- **Kevin Lindsay** – Inside Sales Specialist – (919) 874-3418 - [klindsay@lenovo.com](mailto:klindsay@lenovo.com)
- **David Wall** – Field Technical Sales Specialist - (919) 386-9085 - [dwwall@lenovo.com](mailto:dwwall@lenovo.com)
- **John Smith** – Inside Sales Manager - (919) 874-3482 – [jsmith@lenovo.com](mailto:jsmith@lenovo.com)
- **Jamie Royster** – Regional Director Public Sector – (919) 294-2885 - [jroyster@lenovo.com](mailto:jroyster@lenovo.com)

Your dedicated Lenovo account team has at their fingertips a vast support team located strategically throughout the world to ensure State of West Virginia's ease of doing business with Lenovo and needs are met. If a need arises the State of West Virginia Lenovo team, will engage Software Engineers,



Services Professional Consultants, and the rest of Lenovo's executive team to provide support to State of West Virginia's core team.

To ensure the exemplary service required by State of West Virginia, Lenovo has assigned a seasoned account team with extensive experience in the PC industry. This team will be led locally Jason Black, State of West Virginia's Lenovo Account Executive. Jason has extensive experience supporting SLG customers. Jason and his team have a single focus—to develop a long-term, mutually beneficial, and open partnership with State of West Virginia. It is through this relationship that Lenovo will deliver value and logistic excellence.

The State of West Virginia account team will support the day to day operations. Jason works closely with Kevin Lindsay State of West Virginia's dedicated Lenovo Inside Sales Representative. Kevin has extensive experience and will be key to the ongoing account operations and State of West Virginia's customer satisfaction. This focused and highly experienced account team will work with State of West Virginia to ensure single point of accountability for all Lenovo products and services. If State of West Virginia chooses to work with a Lenovo business partner, the partner representative(s) become seamlessly integrated into the team adding additional resource with the same common goal of achieving the highest levels of customer satisfaction.

Jason will also rely on Lenovo Sales Manager, Jamie Royster, for executive support escalation of any critical issues. Field Technical Specialist, David Wall, will personally assist State of West Virginia with technical issues and ensure the satisfactory conclusion of any issues that require additional technical or specialized support personnel.

3.1.10.28 Vendor must provide direct, second level technical access 24x7x365 to support all equipment offered.

**Lenovo Response:**

Per Addendum 2, this is no longer a requirement.

3.1.10.29 Vendor's warranty for PC's must be on-site and for a period of no less than four (4) years.

**Lenovo Response:**

Lenovo has included 4 year onsite warranty in all of the proposed models, with the exception of the tablet model – MIIX700 which includes a 3 year onsite warranty.

3.1.10.30 Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.

**Lenovo Response:**

For products entitled to onsite service, onsite is launched once a determination is made that the issue cannot be resolved remotely or through the shipment of a self-Service Customer Replaceable (CRU) component. Determination that onsite is required must be made by 3:00pm local time in order to have the part shipped the same business day for next business day delivery. Lenovo's goal is to have both the part and technician arrive at your site by the end of the next business day





3.1.10.31 The State prefers new, unused components for replacement parts, however, if refurbished parts are used, they must be "like new" and offer the same warranty as new parts.

**Lenovo Response:**

Lenovo agrees

3.1.10.32 Vendor must provide a parts and support website for access by State technical staff. The Vendor must also provide a toll free warranty support line for warranty part orders.

**Lenovo Response:**

Lenovo Agrees

3.1.10.33 If the Vendor offers a self-maintenance program, they must make it available to the WVOT. The WVOT has the option to directly manage the warranty services of items procured under this agreement. The WVOT will incur no participation fees or training fees related to the self-maintenance program. The WVOT will be eligible to receive warranty reimbursements for any qualified repairs under this program. The WVOT could have as many as 90 field technicians throughout the State that would need to receive any Vendor required training/certification to qualify for the program, all at no cost to the WVOT.

**Lenovo Response:**

Yes. Lenovo's Warranty Self-Maintainer Programs, allow Lenovo customers to perform their own warranty service work, either online or by phone, on Lenovo Think Branded products during the warranty period. The program is intended to meet the needs of customers who have the requirement to perform hardware repair in-house. Lenovo will waive the start up fee associated with this program and

3.1.10.34 To meet HIPAA requirements, the agency must have the ability to remove the hard drive so that no privacy-related information is shared.

**Lenovo Response:**

Keep your hard drive is available as an option for State of WV as needed. Proposed pricing does not reflect Keep your hard drive

3.1.10.35 The Vendor must offer certification training to the State's technical staff so that the technicians can provide warranty services upon request by the State at no additional charge. Such training shall be provided within thirty (30) days of receipt of the written request from the State.

**Lenovo Response:**

Training will be provided under the self maintainer program



3.1.10.36 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.

**Lenovo Response:**

Lenovo Agrees

3.1.10.37 Vendor must offer as an optional component Accidental Insurance for mobile equipment. Minimum coverage must include coverage for everything that the standard four year warranty does not cover.

**Lenovo Response:**

Lenovo has included the option for Accidental Damage protection for the proposed laptop models. Please see line 36 of the attached pricing spreadsheet

3.1.10.38 If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags.

**Lenovo Response:**

Lenovo has included the option for Asset tagging for the proposed models. Please see line 37 of the attached pricing spreadsheet

3.1.10.39 Although the majority of the machines ordered from this contract will be the standard configurations, the vendor must provide for optional components for machines allowing the agencies to upgrade memory and storage before shipment.

**Lenovo Response:**

Lenovo has included the optional upgrade components in our pricing proposal.

3.1.10.40 Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor should include any equipment required to meet this requirement under optional equipment.

**Lenovo Response:**

Lenovo has included pricing for a USB to serial port adapter. Please see line item 33 in the attached pricing spreadsheet

3.1.10.41 Vendor must agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for the life of the contract via change order.

**Lenovo Response:**

Lenovo agrees



3.1.10.42 The State reserves the right for agencies to purchase those items listed as "Optional" from this contract but agencies are not required to use this contract for these items. The State reserves the right to purchase those items listed as "Optional" from other sources outside the contract if the pricing for such item(s) is deemed unreasonable or not comparable with current market pricing.

**Lenovo Response:**

Read and Understood

**4. CONTRACT AWARD:**

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The cost evaluation will include the PC configurations and optional items.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**Lenovo Response:**

Read and Understood

**4.2 Pricing Pages/E-Catalog:**

4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

Column A - Vendor Customer Code should identify the Vendor's wvOasis vendor/customer number. If the Vendor does not know this number, please leave the column blank,

Column B - Supplier Part Number should identify the Supplier's part number.

Column C - Supplier Name should identify the name of the Vendor who is supplying the product/service.

Column D - Manufacturer Name should identify the Manufacturer of the product/service, Column E - Manufacturer Part Number should identify the Manufacturer's part number for the product/service.

Column H - Extended Description Vendor should provide any additional description to the product/service. Specifically, for Rows 2 - 8, the component parts with part numbers must be listed. Please note field's character limit of 4000 bytes.

4.2.2 Column I - Estimated Quantities Vendor should note that these are estimates only. The estimated quantities do not guarantee any purchase. They have been provided so that vendor/s can provide their best price based on estimated volume.

Column K - List Price shall identify the Vendor's unit price per Contract Item bid.

Column L - Delivery Days should identify the number of days required for



delivery. Vendor's bid will be evaluated by the Standard Laptop, Power Laptop, Standard PC, Power PC, GIS/Eng. Class PC, Tablet PC and Tablet (True).

**Lenovo Response:**

Read and Understood

- 4.2.3 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.l.gale @wv.gov

**Lenovo Response:**

Read and Understood

- 4.2.4 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

**Lenovo Response:**

Proposed software terms and conditions will be between the State of WV and the 3<sup>rd</sup> party software vendors(eg Microsoft, Absolute).

- 4.2.5 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

**Lenovo Response:**



Lenovo Limited Warranty.pdf



ADP Terms and Conditions.pdf

# Lenovo Limited Warranty

L505-0010-02 08/2011

This Lenovo Limited Warranty consists of the following parts:

## Part 1 – General Terms

## Part 2 – Country-specific Terms

## Part 3 – Warranty Service Information

The terms of Part 2 replace or modify terms of Part 1 as specified for a particular country.

## Part 1 – General Terms

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This Lenovo Limited Warranty applies only to Lenovo hardware products you purchased for your own use and not for resale.

This Lenovo Limited Warranty is available in other languages at [www.lenovo.com/warranty](http://www.lenovo.com/warranty).

### What this Warranty Covers

Lenovo warrants that each Lenovo hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Lenovo. The warranty period and type of warranty service that apply to your product are as specified in "Part 3 - Warranty Service Information" below. This warranty only applies to products in the country or region of purchase.

**THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.**

### How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or a Lenovo approved Service Provider. A list of approved Service Providers and their telephone numbers is available at: [www.lenovo.com/support/phone](http://www.lenovo.com/support/phone).

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

### Customer Responsibilities for Warranty Service

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

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

### What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the specified problem determination and resolution procedures.

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

Some problems may be resolved with a replacement part that you install yourself called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the type of warranty service designated for the product under "Part 3 - Warranty Service Information" below.

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

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

### Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The

replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

### **Use of Personal Contact Information**

If you obtain service under this warranty, you authorize Lenovo to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Lenovo to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Lenovo's privacy policy is available at [www.lenovo.com/](http://www.lenovo.com/).

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

This warranty does not cover the following:

- uninterrupted or error-free operation of a product
- loss of, or damage to, your data by a product
- any software programs, whether provided with the product or installed subsequently
- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation
- products or parts with an altered identification label or from which the identification label has been removed

### **Limitation of Liability**

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

**UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.**

**THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.**

**AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

### **Your Other Rights**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

## **Part 2 – Country-specific Terms**

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### **Australia**

"Lenovo" means Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: +61 2 8003 8200. Email: [lensyd\\_au@lenovo.com](mailto:lensyd_au@lenovo.com)

*The following replaces the same section in Part 1:*

### **What this Warranty Covers:**

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Lenovo will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in Part 3 - Warranty Service Information.

**THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.**

*The following replaces the same section in Part 1:*

**Replacement Products and Parts:**

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

*The following is added to the same section in Part 1:*

**Use of Personal Contact Information:**

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Lenovo.

*The following replaces the same section in Part 1:*

**Limitation of Liability:**

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

*The following replaces the same section in Part 1:*

**Your Other Rights:**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

For example, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

**New Zealand**

*The following is added to the same section in Part 1:*

**Use of Personal Information:**

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: 61 2 8003 8200. Email: lensyd\_au@lenovo.com

**Bangladesh, Cambodia, India, Indonesia, Nepal, Philippines, Vietnam and Sri Lanka**

*The following is added to Part 1:*

**Dispute Resolution**

Disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore. This warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in India, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings shall be conducted in the English language. The English language version of this warranty prevails over any other language version in such proceedings.

**European Economic Area (EEA)**

*The following is added to Part 1:*

Customers in the EEA may contact Lenovo at the following address: EMEA Service Organisation, Lenovo (International) B.V., Floor 2, Einsteinova 21, 851 01, Bratislava, Slovakia. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

## Russia

The following is added to Part 1:

### Product Service Life

The product service life is four (4) years from the original date of purchase.

## Part 3 - Warranty Service Information

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Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

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

### Types of Warranty Service

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

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

#### 2. On-site Service

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

#### 3. Courier or Depot Service

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

#### 4. Customer Carry-In Service

Under Customer Carry-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product, the Service Provider may dispose of the product as it sees fit, with no liability to you.

#### 5. Mail-In Service

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

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

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

#### 7. Product Exchange Service

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



# Service Contract – Lenovo Accidental Damage Protection Services

For ThinkPad Notebooks, Tablets and Mobile Workstations

## Service Contract Terms and Conditions

Carefully read this entire document. It describes the terms under which Lenovo will provide accidental damage protection services ("Service") to You. Lenovo will provide this Service only in the United States and only if You accept the terms of this Agreement ("Agreement"). You accept these terms by using the Service (e.g., filing a repair claim). In addition, if You take no action within 30 days of receiving this package, You are deemed to have accepted these terms. See Section IX. A. for information on cancelling this Agreement.

If You do not accept these terms, do not use the Service. Instead, promptly notify Lenovo for a complete refund. To request a refund, You should, within thirty (30) days of receiving this package, call Lenovo at 1-866-428-4465 and request a refund or return this Agreement and Your Invoice together with a written request for a refund of the fees You paid to:

Lenovo  
Customer Relationship Management  
1009 Think Place Morrisville, NC 27560  
Attn: Lenovo Accidental Damage Protection Services Administrator

### I. DEFINITIONS AND INTRODUCTION

"You" and "Your" shall refer to the purchaser.

"We", "Us" and "Our" shall refer to the "Obligor"/ "Provider" of this Agreement.

This Service is not available for consumer purchase in California and Florida.

This is an Agreement between You and the "Obligor"/"Provider" of this Agreement, Lenovo (United States) Inc. ("Lenovo").

Lenovo is the "Administrator" of this Agreement.

The "Service" is Lenovo accidental damage protection, as described in this Agreement.

**THE TERM AND SCOPE OF THIS AGREEMENT MAY OVERLAP THE MANUFACTURER'S WARRANTY AND ANY OTHER APPLICABLE EXTENDED WARRANTY; THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY OR OTHER APPLICABLE EXTENDED WARRANTY, BUT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY AND OTHER APPLICABLE EXTENDED WARRANTY. LENOVO ACCIDENTAL DAMAGE PROTECTION IS NOT INSURANCE OR A SUBSTITUTE FOR INSURANCE.**

The purchase of the Service is not required to obtain financing or purchase any product.

### II. WHAT THIS AGREEMENT COVERS

**A. Product:** the covered notebook computer identified on Your Service invoice (Invoice).

**B. Covered Product Features:** This Agreement covers Product components installed in your Lenovo notebook at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated

keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of Product purchase, and other componentry that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER:** external peripherals and accessories including, optional features not installed by Lenovo at the time of Product purchase, external keyboards, mice, printers, scanners, external drives, software (preloaded or purchased separately), tape, disks, CDs, DVDs, film or other media, third-party products (those not bearing the Lenovo logo), even if sold by Lenovo.

**C. Coverage Period:** The coverage period shall begin on the warranty start date of the covered product and will expire at the end of the term specified in Your Invoice. Notwithstanding the above, the coverage period will end prior to the expiration date of this Agreement if we have, as a result of service provided to You, replaced Your product.

**D. Scope of Service:** Pursuant to this Agreement, We will repair or, if in our sole discretion if we decide it is necessary, replace the Product if it experiences operational or structural failures resulting under normal operating conditions and handling due to liquid spills on the keyboard, unintentional drops and bumps of the Product, an electrical surge that damages the Product's circuitry, or the failure of the integrated LCD screen. Service is available only in the United States.

**E. Additional Optional Coverage.** The terms and conditions of the manufacturer's warranty and any applicable extended warranty related to the Product are provided to You in a separate agreement and, unless expressly provided in your state's disclosure section below, are not part of this Agreement.

### III. WHAT THIS AGREEMENT DOES NOT COVER:

**A. PARTS INTENDED TO BE REPLACED OR CONSUMED (E.G., BATTERIES, ) OR COSMETIC DAMAGE;**

**B. DAMAGE OR ALTERATION FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN LENOVO AUTHORIZED**

# Service Contract – Lenovo Accidental Damage Protection Services

**SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT;**

**C. THEFT, LOSS OR DAMAGE FROM FIRE, FLOOD, OR FORCE MAJEURE;**

**D. CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOSS OF OPPORTUNITY, EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY;**

## **IV. WHAT TO DO WHEN YOUR PRODUCT REQUIRES SERVICE**

*To obtain Service, You must follow the problem determination and resolution procedures detailed in the service and troubleshooting guide that was provided with Your Product. If You are unable to resolve a problem by following the troubleshooting instructions provided with the Product, please call 1-800-426-7378 to speak with one of our technicians. Telephone support is available 24 hours per day, 7 days per week (may exclude some holidays); response time will vary and You may experience delays during peak periods. You will be asked to provide information and assistance over the telephone to help the technician identify a solution to Your problem. If Your problem cannot be resolved over the telephone, Lenovo will provide Service as specified below.*

You may be asked to present Your Invoice to confirm Your entitlement to Service. If Your Product does not function properly under normal use during the term specified in Your Invoice because it has experienced the failures as described in Section D, Lenovo will repair the Product to be free from defects in material and workmanship, or in our sole discretion, replace it with a Product that is at least functionally equivalent. Any replacement part provided under this Agreement is treated as identical to the part replaced for purposes of this Agreement and any other warranty or service offering to which the original part or Product was subject.

Repairs for accidental damage protection coverage will be performed in the following manner: If the Product requires Service, a technician will make an initial diagnosis of Your problem and will attempt to help You resolve it through the telephone. In most situations, this will be the fastest way to respond to problems with Your Product. If Your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., memory, certain disk drives, certain CD-ROMs, and other easily replaced parts that You are capable of replacing), Lenovo will ship these parts to You for Your replacement. You are responsible for packing the replaced CRU in the shipping container that contained the replacement part, affixing the shipping label to the package, and scheduling pick-up with the authorized courier listed on the shipping label for return to Lenovo within thirty (30) days or you will be charged for the replacement.

If Lenovo repairs Your Product, You understand and agree that Lenovo may replace original parts with parts from the original manufacturer, or a different one. Replacement parts or Product may not be new, but will be in good working order and at least functionally equivalent to the item replaced. When a Product or its parts are replaced, each replaced item becomes Our property and the replacement becomes Yours. We will provide You with a shipping container for You to return the Product to a designated service center where We will perform repairs before returning the Product to You. If the required parts are available at the repair center, We will attempt to repair and return the Product to You within three (3) business days from the day We receive the Product at the service center. Your signature will be required upon delivery when we return Your Product.

In addition to Your other responsibilities under this Agreement, You agree to the following when obtaining accidental damage protection Service: (a) follow the packing and shipping instructions included with the shipping container; and (b) return the Product through the shipper We designate within twenty-one (21) calendar days of the day You receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a shipper that We do not designate.

## **V. YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES**

You acknowledge and agree that Our provision of Service is contingent upon Your full satisfaction of the obligations specified in this Agreement.

WE RESERVE THE RIGHT TO REFUSE SERVICE IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS, AND WE, OUR EMPLOYEES, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DELAY OR DAMAGES INCURRED BY YOU IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS AGREEMENT MAY RESULT IN SERVICE DELAYS, OR IMPACT YOUR ABILITY TO RECEIVE SERVICE, OR RESULT IN ADDITIONAL CHARGES TO YOU. IN SUCH INSTANCES WHERE SERVICE IS REFUSED DUE TO YOUR FAILURE TO MEET YOUR OBLIGATIONS, SERVICE WILL BE INSTITUTED WHEN YOU HAVE COMPLIED WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT.

In addition to Your other responsibilities described elsewhere in this Agreement:

A. Before We replace a Product or part, You agree to remove all features, options, alterations, and attachments not originally included with the Product or part (such as upgrade cards);

B. If technically possible, you will remove or secure all proprietary, confidential or personal data before presenting the Product to Us for repair or replacement and back up valuable information and data in a format external to the Product to enable You to reconstruct lost or altered data or programs if necessary;

C. You will use and store the Product under the physical and operating conditions specified by the manufacturer;

D. You will perform all routine and preventative maintenance recommended by the manufacturer;

# Service Contract – Lenovo Accidental Damage Protection Services

E. You will ensure that all replaced items are free of any legal obligations or restrictions that prevent their exchange;

F. You will disable any passwords or other security measures that may inhibit diagnostics or repairs on Your Product;

G. You will follow Our instructions for requesting Service, assisting with problem diagnosis, analysis and resolution; and

H. You will ensure that each returned part is one that originally came installed with Your Product, or was subsequently installed by an authorized service provider, (or was provided to You as a CRU to replace such a part).

## **VI. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES**

We warrant only that the Services will be performed in a professional and workmanlike manner. NO OTHER EXPRESS WARRANTIES ARE PROVIDED TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED TO THE TERM OF THIS SERVICE AGREEMENT. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY US OR OUR CONTRACTORS, WILL CREATE A WARRANTY BY US OR INCREASE THE SCOPE OF THIS SERVICE AGREEMENT. THIS SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **VII. LIMITATION OF LIABILITIES**

OUR LIMIT OF LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE AGREEMENT PLEASE NOTE, UNDER NO CIRCUMSTANCES ARE WE JOINTLY OR SEVERALLY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; OR (3) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS), EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

## **VIII. ARBITRATION**

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "You" and "Your" mean the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer

or distributor of its Products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You and We understand and agree that because of this Arbitration Provision neither You nor We will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

## **IX. GENERAL TERMS**

### **A. Cancellation:**

1. You may cancel this Agreement at any time for any reason by sending a written notice to: Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement.

2. If You cancel within thirty (30) calendar days of the date on Your Invoice, You will receive a full refund less the actual costs incurred in providing Service to You during this period. If You cancel more than thirty (30) calendar days after the date on Your Invoice, You will receive a pro rata refund based on the time expired less a cancellation fee of twenty five dollars (\$25) or ten percent (10%) of the pro rata amount (whichever is less) and less the actual costs incurred in providing any Service to You.

3. We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so

## Service Contract – Lenovo Accidental Damage Protection Services

by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation. If We cancel due to a requirement of a regulatory authority, Your refund will be based upon 100% of the unearned pro rata premium.

A. **Transfer:** You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and you have obtained Our prior written consent. Mail all such requests to the Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement. Your written request must include a copy of this Agreement, Your Invoice(s) noting the part number and serial number of the covered Product(s) and your entitlement to Service, the effective date of transfer, and the transferee's name, address and phone number. The coverage provided under this Agreement may not be transferred to any product other than the covered Product(s).

B. This Agreement is the complete and exclusive statement of the terms and conditions regarding Our performance, and replaces any prior oral or written communications on that subject.

C. Neither You nor We will bring a claim under this Agreement more than two (2) years after the expiration of this Agreement unless otherwise provided by local law without the possibility of contractual waiver or limitation.

D. You are not responsible for failure to fulfill any obligation due to causes beyond Your control. Similarly, We are not responsible for failure to fulfill any obligation due to causes beyond Our control.

E. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

### X. INDIVIDUAL STATE DISCLOSURES

**IN ALABAMA:** Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN COLORADO:** Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws.

**IN CONNECTICUT:** Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN GEORGIA:** If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary

short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. Under "What this agreement does not cover", provision Q is deleted and replaced with the following: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. The section concerning Arbitration is deleted in its entirety. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN HAWAII:** Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**IN ILLINOIS:** The cancellation fee is equal to the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50.00). This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.  
**IN INDIANA:** The obligations of Lenovo under this Agreement are backed by the full faith and credit of Lenovo.

**IN KENTUCKY:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN MARYLAND:** The "Purchase Price" shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

**IN MISSOURI:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN NEVADA:** No claim incurred or paid shall be deducted from the amount of Your cancellation refund. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

# Service Contract – Lenovo Accidental Damage Protection Services

**IN NEW HAMPSHIRE:** In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**IN NEW MEXICO:** We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

**IN NEW YORK:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorporated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement during the period specified in Section IX.A.2., this Agreement shall be void and You shall be entitled to a full refund of the cost hereof. *We shall pay You a penalty of ten percent of the price You paid for Lenovo Accidental Damage Protection per month for any refund We owe you that is not returned to you within thirty (30) days of Your return of this Agreement to Us.*

**IN NORTH CAROLINA:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN OKLAHOMA:** The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

**IN SOUTH CAROLINA:** Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN TEXAS:** Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN UTAH:** Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except

that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties.

Arbitration is deleted in its entirety. This Agreement does not have a deductible. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. **IN VERMONT:** You may, within 20 calendar days of receipt of the Agreement, reject and return the Agreement. Upon return of the Agreement within the applicable time period, if no claim has been made under the Agreement, We shall refund to You the full purchase price.

**IN WASHINGTON:** In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

**IN WYOMING:** The section concerning Arbitration is deleted in its entirety. It is not applicable to You. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

## **XI. AGREEMENT ADMINISTRATION**

This Agreement is administered by:

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

Attn: Lenovo Accidental Damage Protection Services  
Administrator  
1-866-428-4465



## 5 ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS , regular mail, facsimile, e-mail, or any other written form of communication . Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

### Lenovo Response:

Lenovo's preferred method for order acceptance is via email, but is willing to discuss accepting through wvOasis upon award.

- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

### Lenovo Response:

Read and Understood

## 6 DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

### Lenovo Response:

Read and Understood

- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

- 6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

### Lenovo Response:

Read and Understood

- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

### Lenovo Response:

Read and understood

- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking



charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**Lenovo Response:**

Once a carton is opened and the system has obvious damage, fails to power up or fails diagnostics, the product is considered Dead on Arrival (DOA). During the warranty period should a product arrive DOA, Lenovo will repair or replace the product according to the terms of the Limited Warranty. If Lenovo or its Authorized Service Provider be unable to repair or replace the failing unit, the unit can be returned for the original purchase price.

State of West Virginia should notify their designated Customer Support Representative or Lenovo Authorized Business Partner, who will collect the appropriate information (serial number, machine type/model, and the original PO number) and submit the request to Lenovo Field Support. Lenovo will repair or replace the product under the type of service designated for the product during the warranty period. The customer will not be charged for this transaction.

In certain countries, Lenovo will accept returns in the case of DOA. To process a return, State of West Virginia must contact your Lenovo Customer Support Representative to obtain a return-authorization form. State of West Virginia must return the new Product, including all documentation and accessories, intact and in its original packaging, to a Lenovo designated location by the date Lenovo specifies. A copy of the invoice, the return-authorization form, and the shipping label must accompany the return. Lenovo will pay return shipping and handling charges. Lenovo is open to negotiation of a mutually accepted definition of "unacceptable" with State of West Virginia, upon award of the contract.

- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**Lenovo Response:**

For Direct orders placed in the United States, State of West Virginia may return non-customized product to Lenovo for any reason within 21 days of the date of invoice and obtain a refund or credit. This applies only to new, non-customized products that are unopened and still in their sealed package. Lenovo does not provide refunds or credits for portions of a packaged offering provided at a single price or for preloaded Programs installed by Lenovo. You may return the complete package for a refund or credit. To qualify for this credit or refund (as applicable), you must contact your Lenovo Sales Support Representative to obtain a return-authorization form. You must return the new Product, including all documentation and accessories, intact and in its unopened original packaging, to a Lenovo designated location by the date Lenovo specifies. A copy of the invoice, the return-authorization form, and the shipping label must accompany the return. Shipping and handling charges generally will not be refunded or credited. Products returned without a Lenovo return-authorization form or returned after the date specified by Lenovo, may be subject to a restocking fee equal to 15% of the price paid. You agree to pay the restocking fee as Lenovo specifies.

This Returns policy does not apply to Lenovo Product(s) that you acquire for which Lenovo customizes and creates a unique machine type model (MTM) or part number not generally available for purchase by all Lenovo customers. Lenovo accepts returns only if the Product(s) ships as a result of a Lenovo error,



Lenovo will initiate a return of the Product with appropriate documentation at no charge to you if Lenovo is notified of the error within 21 days of the date of the invoice.

If you acquired a Program separate from a Machine, and paid a license fee, you may return the Program within 21 days of the date of invoice and obtain a refund or credit, if you do not agree to the license terms provided with the Program. Lenovo is open to negotiation of the standard return policy terms with State of West Virginia, upon award of the contract.

## 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.

### Lenovo Response:

Read and Understood

- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

### Lenovo Response:

Read and Understood

## 8 MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

### Lenovo Response:

Read and Understood

- 8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

### Lenovo Response:

Read and Understood.





8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**Lenovo Response:**

Read and Understood

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during nonnal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Lenovo Response:**

Contract Manager	Jason Black
Telephone Number	919-906-720
Fax Number	N/A
Email Address	jblack@lenovo.com



## Catalog Pricing Page



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VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	EXTENDED PRICE
			Lenovo	20F2CT01WW	43210000	Standard Laptop - no image	ThinkPad L560, i5-6200U IvyPro, W10P, 5	2,000	EA	\$225.00	18 Days	450,000
			Lenovo	20ESC01WW	43210000	Power Laptop - no image	ThinkPad P70, i7-6700, W10P, 256GB SSD	2,500	EA	\$718.50	18 Days	1,796,250
			Lenovo	10FCCT01WW	43210000	Standard PC - no image	ThinkCenter M900 - Tower, i5-6500, W10	4,500	EA	\$497.00	18 Days	2,236,650
			Lenovo	10FCCT01WW	43210000	Power PC - no image	ThinkCenter M900 - Tower, i7-6700, W10	1,500	EA	\$700.00	18 Days	1,050,000
			Lenovo	10FCCT01WW	43210000	Display Stand PC - no image	ThinkCenter M900 - Tower, i7-6700, W10	300	EA	\$700.00	18 Days	210,000
			Lenovo	20FECT01WW	43210000	Tablet PC - no image	ThinkPad YOGA 260, i5-6300U, W10P, 256	400	EA	\$1,125.00	18 Days	450,000
			Lenovo	80QL000AUS	43210000	Tablet (Trust) PC - no image	ideapad MIX 700-12ISK, intel m5-6Y54 (1	2,000	EA	\$70.00	18 Days	140,000
			Lenovo	80F4MAR6US	43210000	21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)	ThinkVision T2224p 21.5-inch WVA LED B	1,500	EA	\$118.00		177,000
			Lenovo	80GBMAR1US	43210000	23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)	ThinkVision T2324p 23-inch FHD LED Bac	1,500	EA	\$128.00		192,000
			Lenovo	0A36180	43210000	LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)	Lenovo USB Soundbar	200	EA	\$18.00		3,600
			Lenovo	60DAHAR1US	43210000	18" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)	ThinkVision E2224 21.5-inch FHD WLED B	900	EA	\$85.00		76,500
			Lenovo	60DAHAR1US	43210000	19" 1400x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)	ThinkVision E2224 21.5-inch FHD WLED B	900	EA	\$68.00		61,200
			Lenovo	60F4MAR6US	43210000	20" S-IPS LED Monitor (no speakers)	ThinkVision T2224p 21.5-inch WVA LED B	900	EA	\$115.00		103,500
			Lenovo	60F7MAR1US	43210000	24" LED S-IPS Monitor (no speakers)	ThinkVision T2424p 23.8-inch FHD LED B	1,000	EA	\$145.00		145,000
			Lenovo	60F8MAR6US	43210000	21.5" S-IPS LED Monitor (no speakers)	ThinkVision T2224p 21.5-inch WVA LED B	900	EA	\$115.00		103,500
			Lenovo	60F8MAR1US	43210000	24" color critical LCD monitor	ThinkVision T2454p 24-inch WUXGA LED	500	EA	\$217.00		108,500
			Lenovo	N/A	43210000	OPTIONAL: Extended Life Battery for Standard Laptop	Battery is internal. We do not sell an optional battery for this device. Can be replaced under warranty.	1	EA			0
			Lenovo	4X50K14092	43210000	OPTIONAL: Extended Life Battery for Power Laptop	ThinkPad Battery 78++ (6cell, 90Wh - P70)	1	EA	\$90.00		90
			Lenovo	73P2520	43210000	OPTIONAL: External Enhanced Keyboard (USB)	Lenovo Enhanced Performance USB Keyboard - US English	1	EA	\$23.00		23
			Lenovo	988012374	43210000	OPTIONAL: External Speakers	Lenovo speaker M8520 (Black)	1	EA	\$18.00		18
			Lenovo	40A50290US	43210000	OPTIONAL: Full docking Station for all laptop models (dual display, ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC Adapter)	ThinkPad Workstation Dock - US	1	EA	\$180.00		180
			Lenovo	40A40090US	43210000	OPTIONAL: Slim Docking Station for tablets (ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adapter)	ThinkPad OneLink dock - US	1	EA	\$109.00		109
			Lenovo	40X40E77322	43210000	OPTIONAL: Nylon Carrying Case	ThinkPad Professional Topload	1	EA	\$36.00		36
			Lenovo	4X40E77322	43210000	OPTIONAL: Leather Carrying Case	ThinkPad Executive Leather Case	1	EA	\$113.00		113
			Lenovo	0B47410	43210000	OPTIONAL: Tablet Case	ThinkPad 13" Fitted Reversible Sleeve	1	EA			0
			Lenovo	40X90K32538	43210000	OPTIONAL: Tablet Stylus	Lenovo ThinkPad Pen Pro for Yoga 260	1	EA	\$24.00		24
			Lenovo		43210000	OPTIONAL: Nylon Backpack	ThinkPad Esanaisi Backpack	1	EA	\$29.00		29
			Lenovo	06P4069	43210000	OPTIONAL: External 2-button mouse w/scroll (USB)	USB Optical Wheel Mouse	1	EA	\$3.00		3
			Lenovo	4X70K14183	43210000	OPTIONAL: 4 GB Memory (single)	Lenovo 4 GB DDR4 2133 EGC UDIMM Memory	1	EA	\$57.00		57
			Lenovo	0B47378	43210000	OPTIONAL: 8GB Memory (single)	8GB 2RX8 PC3-12800E DDR3-1600 MHz EGC UDIMM	1	EA	\$90.00		90
			Lenovo	4140146937	43210000	OPTIONAL: Computrace complete 4 year for each model	Absolute DDS Premium for Education - 48-month term - all volumes - for North America only	1	EA	\$75.00		75
			Lenovo	78001044	43210000	OPTIONAL: USB to serial port adapter	1PORT USB TO SERIAL RS232 CTLR	1	EA	\$49.00		49
			Lenovo	41N3040	43210000	OPTIONAL: USB FIPS 201 compliant Smart Card reader that supports PIN	Gemplus ExpressCard Smartcard Reader from Lenovo	1	EA	\$23.00		23
			Lenovo	4KB0F8403	43210000	OPTIONAL: 512 SSD 2.5"	ThinkPad 512GB 2.5" Solid-State Drive	1	EA	\$228.00		228
			Lenovo	5P80E97251	43210000	OPTIONAL: Accidental Damage Coverage for all mobile equipment	Accidental Damage Protection (P70 & Yoga 260)	1	EA	\$104.00		104
			Lenovo	5MS0F58898	43210000	OPTIONAL: Equipment Tagging	2nd Stage Enhanced Asset Tag	1	EA	\$8.00		8

EXTENDED TOTAL: 9663911





# Terms and Conditions

**Lenovo Response:**

Lenovo's standard Terms are included below. Lenovo is open to negotiating mutually agreeable contract terms with the State of West Virginia, upon award.



Lenovo Customer  
Agreement PCs - US :

# **lenovo** Customer Agreement

## **Personal Computers**

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This Lenovo Customer Agreement ("Agreement") is made by and between Lenovo (United States) Inc., a Delaware corporation with offices at 1009 Think Place, Morrisville, North Carolina 27560 ("Lenovo"), and \_\_\_\_\_, a \_\_\_\_\_ corporation with offices located at \_\_\_\_\_ ("Customer"). Customer and Lenovo may be referred to collectively in this Agreement as "parties" and individually as "party."

NOW, THEREFORE, in consideration of the mutual covenants and promises herein recited and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### **1. Definitions**

**1.1 Product** means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by Customer under this Agreement. Hardware Products include personal computers and accessories. Software Products include computer software programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.

**1.2 Service** means the performance of a task; the provision of advice or assistance; or access to a resource such as an information database that Lenovo makes available to Customer under this Agreement.

### **2. Attachments and Transaction Documents**

Additional terms for Products and Services may be in documents called "Attachments" and "Transaction Documents." In general, Attachments contain terms that may apply to more than one Product or Services transaction, while Transaction Documents (such as a statement of work, supplement, schedule, invoice, exhibit, change authorization, or addendum) contain specific details and terms related to an individual transaction. There may be one or more Transaction Documents for a single transaction. Attachments and Transaction Documents are part of this Agreement only for those transactions to which they apply. Each transaction is separate and independent from other transactions. If there is a conflict among the terms of this Agreement, an Attachment or a Transaction Document, those of an Attachment prevail over those of this Agreement, and the terms of a Transaction Document prevail over those of both this Agreement and an Attachment.

### **3. Applicability, Orders and Delivery**

Customer accepts the terms in Attachments and Transaction Documents by: (i) signing the Attachments or Transaction Documents (by hand or electronically); (ii) using the Product or Service, or allowing others to do so; or (iii) making any payment for a Product or Service. A Product or Service becomes subject to this Agreement when Lenovo accepts Customer's order by sending Customer written acceptance of the order; by shipping the Product; or by otherwise making the software Product or Service available to Customer. Confirmation of Lenovo's receipt of a Customer order does not constitute Lenovo's acceptance of the order.

Delivery dates and ship dates are estimates unless otherwise specifically agreed in a Transaction Document. Transportation charges, if applicable, will be specified in a Transaction Document. For software Products that Lenovo provides to Customer in tangible form, Lenovo fulfills its shipping and delivery obligations upon the delivery of such software Products to the Lenovo-designated carrier, unless otherwise agreed to in writing by Customer and Lenovo. An Attachment or Transaction Document will be signed by both parties if requested by either party.

# **lenovo** Customer Agreement

## **Personal Computers**

### **4. Prices and Payment**

Prices for Products and Services shall be as set forth in Attachment B or as otherwise agreed by the parties in writing. If not paid in advance of shipment, all amounts are due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of receipt of invoice shall be overdue. Customer shall pay a late payment fee of the lesser of one and one half (1.5%) percent per month or the maximum rate permitted by applicable law on the undisputed overdue balance of the invoice amount. Customer shall pay any applicable sales, use or similar taxes, fees or duties unless Customer provides exemption documentation to Lenovo. Customer is responsible for taxes, if any, on Products and Services from the date Lenovo ships them to Customer or the date on which the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless expressly agreed in writing by Lenovo. Delivery charges, if applicable, will be specified in an invoice.

### **5. Title and Risk of Loss**

**5.1** Lenovo transfers title to hardware Products to Customer upon delivery to Lenovo's designated carrier for shipment to Customer. Lenovo does not transfer title to Programs.

**5.2** Lenovo shall bear the risk of loss or damage to hardware Products until they are delivered to Lenovo's designated carrier for shipment to Customer. Thereafter, Customer assumes risk of loss or damage. Hardware Products will be covered by insurance, arranged and provided by Lenovo for Customer, covering the period until they are delivered to Customer.

### **6. Warranty**

**6.1** Lenovo warrants that each Lenovo branded hardware Product purchased by Customer, for Customer's own use and not for resale, is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for a hardware Product starts on the original date of purchase specified on Lenovo's invoice unless specified otherwise by Lenovo in writing. The warranty period and type of warranty service that apply to a hardware Product are specified in Attachment A: Warranty Service Information (Personal Computer Products).

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

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

### **7. General**

**7.1 Product, Part or Component Changes.** Lenovo may change components or parts of a hardware Product without notice provided that the substituted components or parts provide equal or better

# **lenovo** Customer Agreement

## **Personal Computers**

performance. Any such change shall be at no additional cost to Customer, and will not change Customer's rights under the Lenovo hardware Product warranty.

**7.2 Returns.** Customer may return a new, standard Product that is still in its sealed, unopened package, to Lenovo for any reason within twenty-one (21) days of the date of invoice for a refund or credit. Customers may only return the entire Product or all such Products for a refund or credit. Partial refunds or credits for Products that are not standard; or Products configured to Customer's requirements, including installation of software Product options; or quantities of Products that are not separately priced, are not available to Customers. In order to receive a credit or refund, Customer must contact its Lenovo Customer Support Representative to obtain a return-authorization form. Customer must return the new Product, including all documentation and accessories, intact and in its unopened original packaging to the location and by the date specified by Lenovo. A copy of the invoice, the return-authorization form, and the shipping label must accompany the returned Product. Shipping and handling charges will not be refunded or credited to Customer. Products returned without a Lenovo return-authorization form, or returned after the date specified by Lenovo, may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid.

Customer agrees to pay the restocking fee if charged by Lenovo. A refund or credit is not available for the return of Products which are not generally available to customers and for which Lenovo created a unique machine type model (MTM) or a part number. Returns of Products shipped as a result of a Lenovo error will be accepted by Lenovo. Lenovo will initiate a return of such Products with appropriate documentation at no charge to Customer if Lenovo is notified of the error within twenty one (21) days of the date of the invoice. If Customer acquired a software Product separate from a hardware Product, and paid a software license fee, but does not agree to the terms of the license, Customer may return the software Product within twenty one (21) days of the date of invoice and receive a refund or credit in the amount of the fee.

**7.3 Customer Sale of Products and Services.** If Customer sells Products or Services purchased from Lenovo in competition with Lenovo resellers, Lenovo may terminate this Agreement and discontinue sales to Customer.

**7.4 Customer Information.** Lenovo and its affiliates may store, use and process contact information and other information about Customer, including names, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty service. Such information will be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Lenovo to any country where Lenovo does business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law.

### **7.5 Limitation of Liability.**

**7.5.1** In any action arising out of or related to this Agreement or any order issued hereunder, neither party nor its affiliates shall be liable to the other party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and



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## **Personal Computers**

- 7.5.2** The maximum cumulative liability of either party and its affiliates to the other party and its affiliates for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by Customer and its affiliates to Lenovo and its affiliates for all orders issued under this Agreement.
- 7.5.3** The provisions of Sections 7.5.1 and 7.5.2 shall also limit the liability of Lenovo, its subcontractors, suppliers and program developers, collectively, to Customer and its affiliates.
- 7.5.4** The provisions of Sections 7.5.1 and 7.5.2 shall not apply to: (i) bodily injury (including death); (ii) damage to real property; or (iii) damage to tangible personal property.

**7.6 Intellectual Property Infringement Protection.** If a third party claims that a Lenovo branded Product provided by Lenovo to Customer under this Agreement infringes that party's patent or copyright, Lenovo will defend Customer against that claim at its 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 by Lenovo, provided that Customer: (i) promptly notifies Lenovo in writing of the claim; (ii) allows Lenovo to control, and cooperates with Lenovo in, the defense and any related settlement negotiations; and (iii) is and remains in compliance with Customer's obligations in this Section 7.6. The foregoing is Lenovo's entire obligation to Customer and Customer's exclusive remedy regarding any claim of infringement. If such a claim is made or appears likely to be made, Customer shall permit Lenovo, in Lenovo's sole discretion, to enable Customer to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Lenovo determines that none of these alternatives is reasonably available, Customer shall promptly return the Product to Lenovo at its written request. Lenovo will then provide a credit to Customer in an amount equal to the net book value of the Product according to generally accepted accounting principles. Lenovo shall have no obligation regarding any claim based upon: (i) anything Customer or a third party on Customer's behalf provides which is incorporated into, or combined with, a Product; (ii) unauthorized modification of a Product by Customer or a third party on Customer's behalf; (iii) the combination, operation, or use of a Product with any products not provided by Lenovo as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Lenovo did not provide; (iv) Lenovo's compliance with Customer's specifications or requirements; or (v) infringement by a third party Product alone.

**7.7 Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Neither party shall unreasonably withhold such consent. The assignment of this Agreement, in whole or in part, by either party to an affiliate or to a successor organization by merger or acquisition, does not require the consent of the other party. Lenovo may assign its rights to payments under this Agreement without Customer's consent.

**7.8 Governing Law.** This Agreement and all orders issued hereunder will be governed under the laws of the State of New York, without regard to its conflict of law principles. Neither party may bring an action arising out of or related to this Agreement more than two (2) years after the cause of action arose.

**7.9 Survival.** Any terms of this Agreement, which by their nature survive the expiration or termination of this Agreement, including but not limited to Limitation of Liability and Intellectual Property Infringement Protection, shall survive the expiration or termination of this Agreement.

**7.10 Force Majeure.** Except for payment obligations, neither party shall be liable to the other for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond its reasonable control.

**7.11 Term and Termination.** The term of this Agreement shall begin on the effective date and continue for three (3) years. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. This Agreement may be extended as agreed by the parties in writing. Either party

# **lenovo** Customer Agreement Personal Computers

may terminate this Agreement if the other fails to comply with any material term, provided the party alleged not to be in compliance is given written notice of the non-compliance and reasonable time to cure.

**7.12 Complete Understanding.** This Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral. Additional Product or Service Descriptions, Price Lists, or Statements of Work may become part of this Agreement only when added by an amendment signed by both parties. Any additional or different terms not in a writing signed by both parties and any contrary terms on a Customer purchase order shall not be a part of this Agreement.

**7.13 Customer Affiliates.** Customer affiliates identified in Attachment C may place orders with Lenovo for the purchase of Products and Services under this Agreement subject to: (a) proof of creditworthiness satisfactory to Lenovo; or (b) Lenovo's receipt of a guarantee of payment from Customer for each such Customer affiliate in the form contained in Attachment C.

**7.14 Severability.** If the whole or any part of a provision of this Agreement is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, it shall be deleted and the remainder of this Agreement shall remain in full force and effect.

**7.15 Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

**7.16 Attachments.** The following documents are incorporated herein and made a part of this Agreement:

Attachment A: Warranty Service Information (Personal Computer Products)

Attachment B: Pricing, Products and Services Descriptions

Attachment C: Customer Affiliates and Payment Guarantee

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IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its authorized representative effective as of the date of the signature of Lenovo's authorized representative.

**insert Customer name**

Customer

**Lenovo (United States) Inc.**

Lenovo

By \_\_\_\_\_

Authorized signature

Name:

(type or print)

Title:

Date:

By \_\_\_\_\_

Authorized signature

Name:

(type or print)

Title:

Date:

**lenovo** Customer Agreement  
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Customer address:

Attn:  
Tel  
Fax  
E-mail address:

Lenovo address:

Lenovo  
1009 Think Place  
Morrisville, NC 27560

Attn: Kathy O'Neil  
Tel 919 294 2862  
Fax 919 294 4987

E-mail address: [kaoneil@lenovo.com](mailto:kaoneil@lenovo.com)

# **lenovo** Customer Agreement

## **Personal Computers**

### **Attachment A**

#### **Warranty Service Information**

#### **(Personal Computer Products)**

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

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

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

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

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

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

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

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

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

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

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

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

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

When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes Lenovo's property and the replacement hardware Product or part becomes

# **lenovo** Customer Agreement

## **Personal Computers**

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

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

This warranty does not cover the following:

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

### **Warranty Information**

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

(Complete the above table)

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

### **Types of Warranty Service**

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

Under CRU Service, a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for the hardware Product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the hardware Product or at [www.lenovo.com/CRUs](http://www.lenovo.com/CRUs). The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be

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## **Personal Computers**

included with the replacement CRU; and 2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement CRU.

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

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

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

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

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

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

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

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

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

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

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

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

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**Attachment B**  
**Pricing, Products and Services Descriptions**

Products /Service Description	Ordering Part Number or Machine Type / Model	Price

**This Attachment B may be modified from time to time as agreed by Lenovo and Customer. At Lenovo’s option, Lenovo may make the information on this Attachment B available to Customer by a Customer Product Catalog or Website.**

**Prices:**

1. Invoices shall be based on the lower of the prices above or the price set by Lenovo at time of Customer's order.
2. These prices or discounts may not be combined with any other discounts or promotions unless approved by Lenovo.
3. Customer may only disclose the prices or discounts to Customer employees or contractors who have a need to know. Customer may not disclose Lenovo's prices or discounts to any other third party without Lenovo's prior written approval.
4. The prices only apply to purchases directly from Lenovo.
5. Purchases from a Lenovo reseller shall be subject to the terms, conditions and prices specified by the Lenovo reseller.







# Purchasing Affidavit



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Lenovo

Authorized Signature: [Signature] Date: 8-16-16

State of North Carolina

County of Wake to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of August, 2016

My Commission expires Dec 22, 2018

AFFIX SEAL HERE

NOTARY PUBLIC

Charlene Lawhun

Purchasing Affidavit (Revised 07/01/2012)

**CHARLENE LAWHUN**  
Notary Public  
Wake Co., North Carolina  
My Commission Expires Dec. 22, 2018



# Vendor Preference Certificate



Vendor Preference  
Certificate.pdf

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-5B and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Lenovo

Signed:

[Signature]

Date: 8/16/16

Title:

Inside Sales Manager



## Addendums



Addendum\_1 CRFQ  
SWC1700000001.pdf



Addendum\_2 CRFQ  
SWC1700000001.pdf



Final\_CRFQ\_0212\_S  
WC1700000001\_3\_C



Addendum  
Acknowledgement Fo



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 221835

Doc Description: Addendum #1 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-26	2016-08-11 13:30:00	CRFQ 0212 SWC1700000001	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

- 1. Move the bid opening date to August 11, 2016 @ 1:30pm.

Er Addendum #1

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	E-CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
E-CATALOG

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2016-08-03

<b>SWC1700000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #1 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 221835

Doc Description: Addendum #2 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-05	2016-08-18 13:30:00	CRFQ 0212 SWC1700000001	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum # 2 issued to:

1. Move the bid opening date to August 18, 2016 @ 1:30pm.
2. Provide responses to technical questions.
3. Provide complete catalog Pricing Page (electronic version uploaded).

End of Addendum #2

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	E-CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

E-CATALOG

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-08-03

**SOLICITATION NUMBER: CRFQ ISC1700000001**

**Addendum Number: 2**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum # 2 issued to:

1. Move the bid opening date to August 18, 2016 @ 1:30pm.
2. Provide responses to technical questions.
3. Provide complete catalog Pricing Page (electronic version uploaded).

End of Addendum #2

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories  
Vendor Questions and WVOT Responses  
08/03/2016

1) Has funding been secured for this project? If so, how much does the state anticipate spending?

WVOT Response 1: Funding for this statewide contract is each agency's responsibility when placing delivery orders/releases. 2015 spend from the previous contract is a matter of public record.

2)

6. Bid Submission	2-3	Should vendors submit two separate proposals labeled technical and cost or just one proposal with technical and cost information included? If two separate proposals are required, please advise what information and documents should be included in the respective technical and cost proposals?
-------------------	-----	--

WVOT Response 2: No, that is only required for CRFP responses, this is a CRFQ. All of the information and documents required have been stated in the CRFQ.

3)

7. Bid Opening	3	Would the State consider a 3-week extension for RFQ responses and allow a closing date of 9/1/16 at 1:30PM?
----------------	---	---

WVOT Response 3: Due to the impending expiration of IP12 we cannot extend the bid opening any further than 8/18/16 at 1:30PM.

4)

8. Addendum Acknowledgement	5	For all addenda received, should vendors only submit addenda acknowledgment form and not the actual addenda?
-----------------------------	---	--

WVOT Response 4: That is correct, vendors are only required to submit the addenda acknowledgment form, acknowledging every addenda issued.

5)

10. Liquidated Damages	10	(a) Since this term is left for completion, may the vendor add language to further define? Or are liquidated damages not a requirement of this RFQ? (b) If required, will liquidated damages only apply to subsection 3.1.10.21 (delivery time) of the Specifications (page 33)?
------------------------	----	---

WVOT Response 5: (a) No, the vendor should not modify the liquidated damages section of the General Terms and Conditions. (b) The State of West Virginia intentionally left the liquidated damages section blank as we are not pursuing that option.

CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories  
 Vendor Questions and WVOT Responses  
 08/03/2016

6)

25. Subsequent Forms	12	We understand that acceptance or use of vendor's forms does, in fact, constitute acceptance of its terms and conditions. Would you please clarify, as we are unclear how the State can accept/use a vendor form without agreeing to its terms/conditions?
----------------------	----	---

WVOT Response 6: The State of West Virginia's acceptance of a vendor's bid to participate in our bidding process does not constitute acceptance of a vendor's additional terms/conditions. If the low-bidding vendor has additional terms and conditions, the Purchasing Division Buyer will contact them to request them. They will be evaluated by the Purchasing Division's General Counsel. General Counsel will endeavor to negotiate terms mutually acceptable to both parties. This will occur prior to award.

7)

40. Reports 8.3 Reports	15 39	Section 40 only requires Agency quarterly and annual reports to be provided on an as requested basis. However, section 8.3 seems to require quarterly and annual reports at the Agency level. Would you please confirm what reports are required and when?
----------------------------	----------	--

WVOT Response 7: Section 40 of the General Terms and Conditions states "Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc." In 8.3 of the Specifications, the State of West Virginia is requesting what is required for this procurement specifically.

8)

41. Background Check	16	Would you please clarify the following: (a) the background check requirements/procedures required of vendors; (b) the privacy protections WV has in place to ensure that background check information received is maintained securely; and (c) an estimate of the vendor costs associated with the fingerprint-based state and federal background inquiry.
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WVOT Response 8: (a) Please refer to W.Va. Code §15-2D-3 for clarification.  
 (b) Please refer to W.Va Code §5A-3-12 for privacy clarification.  
 (c) The State of West Virginia does not provide estimated costs associated with fingerprint based state and federal background inquiries.

9)

42. Preference For Use of Domestic Steel Products, and Steel	16	This paragraph references W. Va. Code § 5A-3-56, which applies to construction/public works projects. As a result, it appears that paragraph 42 does not apply to this Solicitation. Would you please confirm?
--	----	--

WVOT Response 9: Correct, this section of the General Terms and Conditions does not apply.

CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories  
 Vendor Questions and WVOT Responses  
 08/03/2016

10)

43. Preference For Use of Domestic Aluminum, Glass, and Steel	17	This paragraph references W.Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq. Since both citations apply to construction/public works projects, it appears paragraph 43 does not apply to this Solicitation. Would you please confirm?
---	----	---

WVOT Response 10: Correct, this section of the General Terms and Conditions does not apply.

11)

3.1.2, 3.1.3, 3.1.4, 3.1.6 General Requirements	23-26	The clock frequencies specified in the PC and Laptop requirements are higher than the base frequencies provided by the current Intel 6th generation i-Core processors. Is it acceptable to offer a processor with a turbo clock frequency meeting the IP16 requirement?
---	-------	---

WVOT Response 11: Yes, if performance verification is included that proves it is equal or better.

12)

3.1.2, 3.1.3 General Requirements	23-25	Is it acceptable to offer PCs with Display Port instead of DVI video ports since this is the latest digital video port standard for PCs?
-----------------------------------	-------	--

WVOT Response 12: Yes, if they can be used with DVI monitors or an adapter is included; cost of adaptor must be included in vendor's configuration.

13)

3.1.3 General Requirements	24	To insure software vendor support will you please provide the manufacturer(s) and version(s) of the GIS/Engineering applications the GIS/ENGINEERING CLASS PC must support?
----------------------------	----	---

WVOT Response 13: Esri ArcGis 10.4 or greater.

14)

3.1.3	24	Do you prefer an engineering class workstation with professional graphics for the GIS/ENGINEERING CLASS PC or is a commercial desktop PC with commercial graphics card with 2GB dedicated video RAM acceptable?
-------	----	---

WVOT Response 14: Either will work so long as the machine meets the specifications.

CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories  
 Vendor Questions and WVOT Responses  
 08/03/2016  
 15)

3.1.4.16 General Requirements	26	Would the WVOT Purchasing Division consider removing the smart card reader specification on the power laptop requirements? If not, would an external optical reader suffice?
-------------------------------	----	--

WVOT Response 15: Yes, an external optical reader will suffice.

16)

3.1.4.10, 3.1.5.10, 3.1.6.11, 3.1.7.11 General Requirements	26-28	The battery specifications for Laptops and Tablets reflect outdated battery technologies. Instead of requesting a specific number of battery cells and Whrs, please specify the minimum battery charge life based on Mobile Mark 2014. For example, minimum of 8 hours of battery charge life based on MM14.
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WVOT Response 16: Vendors must provide a minimum 5 hour standard battery, a minimum 8 hour extended battery.

17)

3.1.6 General Requirements	27	To maximize battery life and minimize weight Tablets commonly use Core-M processors. Is it acceptable to offer a Windows 10 optimized Core-M processor meeting Core-i5 performance in the Tablet PC?
----------------------------	----	--

WVOT Response 17: Yes, if performance verification is included that proves it is equal or better.

18)

3.1.9.1, 3.1.9.2 General Requirements	29	Is DDR4 memory acceptable since it has replaced DDR3 memory?
---------------------------------------	----	--

WVOT Response 18: DDR3 is listed as the minimum, thus DDR4 would be acceptable.

19)

3.1.10.19 General Requirements	33	Sometimes products on orders can ship and arrive earlier than other products on orders. Will the WVOT Purchasing Division accept partial shipped orders if the Agency agrees in writing to accept the split orders as complete?
--------------------------------	----	---

WVOT Response 19: No, the specification stands as written.

CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories  
 Vendor Questions and WVOT Responses  
 08/03/2016  
 20)

3.1.10.21 General Requirements	33	Some orders are special project orders where special services are being performed or include special requests. It is acceptable to deliver orders after sixteen (16) days if there is mutual agreement of the estimated delivery date, based on the special order requirements?
--------------------------------------	----	---

WVOT Response 20: Yes, in the event of a custom or special order, if there is an agreement in writing accepted by both parties it is acceptable to deliver orders past the sixteen (16) days.

21)

3.1.10.24 General Requirements	33	Please confirm if orders will require delivery inside an agency building/room only when requested?
-----------------------------------	----	--

WVOT Response 21: All orders will require inside delivery.

22)

General Requirements 3.1.10.28	33	(a) Would the State please define what is meant by "second level technical access," if there is something specific required? (b) Does this term simply mean that the Vendor is required to provide technical access 24x7x365 to support the equipment purchased?
--------------------------------------	----	---

WVOT Response 22: (a) The State of West Virginia is hereby striking "second level technical access" from the specification.  
 (b) The State of West Virginia is hereby altering the specification requiring technical access 24x7x365 to 8-5 M-F.

23) Would the State extend the response due date to 2 weeks after the receipt of answers in order to allow vendors to respond to the answers appropriately?

WVOT Response 23: As stated in Section 3, due to the impending expiration of IP12 we cannot extend the bid opening any further than 8/18/16 at 1:30PM.

24) Does this contract have to be with OEM or can OEM-approved partners submit a response?

WVOT Response 24: OEM approved partners are encouraged to submit responses.

25) Would the State clarify how bidders should enter our responses in the online tool? We see that in the first tab "1- Respond to Lines" there is a place for a price; since we are bidding on multiple items, what value should we put there?

WVOT Response 25: It has come to our attention that an incorrect version of the Pricing Page/E-Catalog Spreadsheet was attached to the Oasis solicitation. In this addendum, the correct version is attached. In Oasis, vendors should enter the extended total amount from the Pricing Page/E-Catalog Spreadsheet, which will be automatically calculated from the extended prices in Column M, which is automatically calculated based on the list prices the vendor provides in Column K and the estimated quantities the State of West Virginia provided in Column I.



**CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories**

**Vendor Questions and WVOT Responses**

**08/03/2016**

**26) Regarding the "Instructions to Bidders" section, number 11, page 6/43 on the PDF: We interpret this statement to mean that exceptions to the T&Cs are allowed but could negatively impact the response. Would the State please confirm?**

**WVOT Response 26:** Exceptions, clarifications or other proposed modifications indicated in the vendor's bid to requirements or term and condition of the Solicitation may result in bid disqualification.

**27) Regarding the "General Terms and Conditions" section, number 4, page 10/43 on the PDF: What format will Notice to Proceed be in? Will that be considered the official Award document?**

**WVOT Response 27:** Yes, vendor receipt of a fully executed Award document will serve as notice to proceed.

**28) Regarding the "General Terms and Conditions" section, number 10, page 12/43 on the PDF: The liquidated damages section is not complete. Would the State please complete this section with a dollar amount?**

**WVOT Response 28:** Please see WVOT response to question 5).

**29) Regarding the "General Terms and Conditions" section, number 12, page 13/43 on the PDF: Will the State review pricing every renewal cycle or is the intention to hold the pricing FIRM for 36 months?**

**WVOT Response 29:** No, pricing is not to be reviewed with every renewal. All contracts with the State of West Virginia are entered into with the understanding that the bid pricing will be honored for the life of the contract. Only requests for pricing increases deemed unforeseeable will be considered in a change order process. Pricing increases may result in the contract not being renewed, at which point the contract would be rebid competitively.

**30) Regarding the "General Terms and Conditions" section, number 13, page 13/43 on the PDF: Does this mean the State wants to be invoiced and then pay that invoice with a procurement/credit card?**

**WVOT Response 30:** Section 13 of the General Terms and Conditions does not speak to how payment will be rendered. It speaks only to how the state cannot render payment in advance.

**31) Regarding the "General Terms and Conditions" section, number 14, page 13/43 on the PDF: If we are going to allow State to pay with a procurement card, orders need to be placed and paid up front on the card. Our standard policy does not include processing credit card payments after the fact. Would the State confirm this is acceptable, and that the State will identify the method of payment at the time the order is placed?**

**WVOT Response 31:** No, that is unacceptable. Please see Section 13, payment in advance is against West Virginia State law and we will be unable to comply with your standard policy if that includes payment up front.

**32) Regarding the "General Terms and Conditions" section, number 25, page 14/43 on the PDF: How does the State address standard, click-through and software licenses?**

**WVOT Response 32:** All additional terms including "click-through and software licenses" will be reviewed by the State of West Virginia and will require the full execution of a WV96A by both parties.

**CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories**

**Vendor Questions and WVOT Responses**

08/03/2016

33) Regarding the "General Terms and Conditions" section, numbers 42 and 43, pages 18 and 19/43 on the PDF: We believe these are not applicable, would the State please confirm?

WVOT Response 33: Correct, these terms and conditions do not apply to this solicitation.

34) Regarding the "Specifications" section, number 4.2.1.1, pages 36 and 37/43 on the PDF, the description of Column I of the spreadsheet indicates that vendors will be provided with estimated quantities; however, Column I of the spreadsheet provides the unit of measure. Will the State provide the estimated quantities in another manner?

WVOT Response 34: It has come to our attention that an incorrect version of the Pricing Page/E-Catalog Spreadsheet was attached to the Oasis solicitation. In this addendum, the correct version is attached.

35) On the pricing spreadsheet, would state clarify the pricing structure should be fixed price?

WVOT Response 35: Column K/List Price should be a fixed price for each item.

36) On the pricing spreadsheet, where should the vendor's price be listed in the spreadsheet?

WVOT Response 36: The vendor's price should be listed in Column K/List Price.

37) Regarding the "Specifications" section, number 3.1.4 Standard Laptop: Is it required to have an integrated optical drive?

WVOT Response 37: Yes, it is required.

38) Regarding the "Specifications" section, number 3.1.5 Power Laptop: Is it required to have an integrated optical drive?

WVOT Response 38: Yes, it is required.

39) Regarding the "Specifications" section, number 3.1.6 Tablet PC:

Can vendors propose a core M5 or Core M7 processor, spec calls for Core i5c or equal?

Can we vendors propose tablet with USB 3.0 and or Type C? The specification calls for minimum of 2 USB 3.0 with at least one charging.

Is an integrated Ethernet required for the tablet, spec calls for this, can an adaptor be proposed?

WVOT Response 39: Regarding processors, if performance benchmarks are equal or greater, yes. USB 3.0 ports are acceptable. An adapter is acceptable for Ethernet ports; cost of adaptor must be included in vendor's configuration.

40) Regarding the "Specifications" section, number 3.1.7 Tablet (True): Can vendors propose a core M5 or Core M7 processor?

WVOT Response 40: Yes, vendors can propose other processors as long as performance benchmarks are equal or greater.

**CRFQ SWC17\*01 Desktops, Laptops, Tablets and Accessories**

**Vendor Questions and WVOT Responses**

08/03/2016

41) Regarding the "Specifications" section, number 4.2.3 and 4.2.4: our copies of these terms and conditions are only available as a click-through process online. Will a link to these items be sufficient for the RFP response?

WVOT Response 41: No, vendor must provide hard copies of all proposed additional terms and conditions and please note that this is a CRFQ solicitation, not a CRFP.

42) Regarding the "Specifications" section, number 3.1.10.4: Would the state accept the following modification (in red font): "Microsoft Windows 10 professional, or equal. Downgrade rights must be available when asked, if available to the vendor by Microsoft."

WVOT Response 42: Yes, the State of West Virginia will accept this.

43) Regarding the "Specifications" section, number 3.1.10.22: will the state be willing to accept additional costs, deviation of standard terms, and use of non-standard equipment?

WVOT Response 43: The State of West Virginia will not accept any additional costs. Deviation of standard terms will be accepted if mutually agreed upon in writing by both parties, per our response to question 20). No, the use of non-standard equipment will not be accepted.

44) Regarding the "Specifications" section, number 3.1.10.23: Would the State please define "immediate" in more detail?

WVOT Response 44: The State of West Virginia hereby strikes "immediate" from the specifications. We hereby revise 3.1.10.23 to state, "Vendor must provide replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency within five (5) business days upon notification.

45) Regarding the "Specifications" section, number 3.1.10.34: Would the State modify the pricing spreadsheet to allow agencies to purchase a warranty upgrade that would allow them to keep their hard drives in order to meet this requirement, just as it has provided an option to purchase Accidental Damage coverage?

WVOT Response 45: No, due to data security issues, hard drives will not be returned to the vendor under any circumstance, nor at additional cost to the State of West Virginia.

46) Regarding the "Specifications" section, number 3.1.10.39: Would all the same parameters, restrictions and offerings apply to these systems that are required on the standard configurations, such as 7x24 service or 4 years warranty minimum?

WVOT Response 46: Per the State of West Virginia's response to question 22 (b), the revised specification requires technical access 8-5 M-F. If referring to Options/Accessories, a manufacturer's warranty providing 8-5 M-F service is acceptable.

47) Regarding the "Specifications" section, number 6.4: Please define "unacceptable."

WVOT Response 47: Unacceptable items are physically damaged, incorrect deliveries, or late deliveries.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	ESTIMATED QUANTITIES
					43210000	Standard Laptop - No Image		2,000
					43210000	Power Laptop - No Image		2,000
					43210000	Standard PC - no image		4,000
					43210000	Power PC - No image		1,000
					43210000	GIS/Eng. Class PC - no image		300
					43210000	Tablet PC 10" - no image		400
					43210000	Tablet (True) 10" - no image		2,000
					43210000	21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)		1,000
					43210000	23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar)		1,500
					43210000	LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)		200
					43210000	19" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)		500
					43210000	19" 1440x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)		500
					43210000	20" S-IPS LED Monitor (no speakers)		500
					43210000	24" LED S-IPS Monitor (no speakers)		1,000
					43210000	21.5" S-IPS LED Monitor (no speakers)		500
					43210000	24" color critical LCD monitor		500
					43210000	OPTIONAL: Extended Life Battery for Standard Laptop		1
					43210000	OPTIONAL: Extended Life Battery for Power Laptop		1
					43210000	OPTIONAL: External Enhanced Keyboard (USB)		1
					43210000	OPTIONAL: External Speakers		1
					43210000	OPTIONAL: Full docking Station for all 11-pin models (dual display, ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC Adapter)		1
					43210000	OPTIONAL: Slim Docking Station for tablets (ready VGA capability 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adapter)		1
					43210000	OPTIONAL: Nylon Carrying Case		1
					43210000	OPTIONAL: Leather Carrying Case		1
					43210000	OPTIONAL: Tablet Case		1
					43210000	OPTIONAL: Tablet Stylus		1
					43210000	OPTIONAL: Nylon Backpack		1
					43210000	OPTIONAL: External 2.5-inch mouse wireless (USB)		1
					43210000	OPTIONAL: 4 GB Memory (single)		1
					43210000	OPTIONAL: 8GB Memory (single)		1
					43210000	OPTIONAL: Computer case 4 year for each model		1
					43210000	OPTIONAL: USB to serial port adapter		1
					43210000	OPTIONAL: USB FIPS 201 compliant Smart Card reader that supports PIV-1		1
					43210000	OPTIONAL: 612 SBD 2.5"		1
					43210000	OPTIONAL: Accidental Damage Coverage for all mobile equipment		1
					43210000	OPTIONAL: Equipment Tagging		1

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: \_\_\_\_\_**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 221835

Doc Description: Addendum #2 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-05	2016-08-18 13:30:00	CRFQ 0212 SWC1700000001	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum # 2 issued to:

1. Move the bid opening date to August 18, 2016 @ 1:30pm.
2. Provide responses to technical questions.
3. Provide complete catalog Pricing Page (electronic version uploaded).

End of Addendum #2

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	E-CATALOG	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

E-CATALOG

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-08-03

<b>SWC1700000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #2 - DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIE	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFG 0312 SWC170000001

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

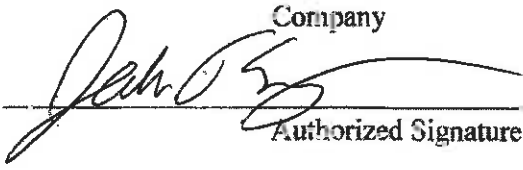
**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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Lenovo  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
8-16-16  
\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



# Attachment A – Lenovo Services Overview

Today, Lenovo is a US \$46 Billion (USD) personal technology company and the world's #1 PC manufacturer according to Gartner. We create and build exceptionally engineered technology products, but we are much more than a hardware company. We are an award-winning services provider, trusted by thousands of companies worldwide to support the full lifecycle of Lenovo PCs. This document provides an introduction to the Lenovo Services Portfolio.

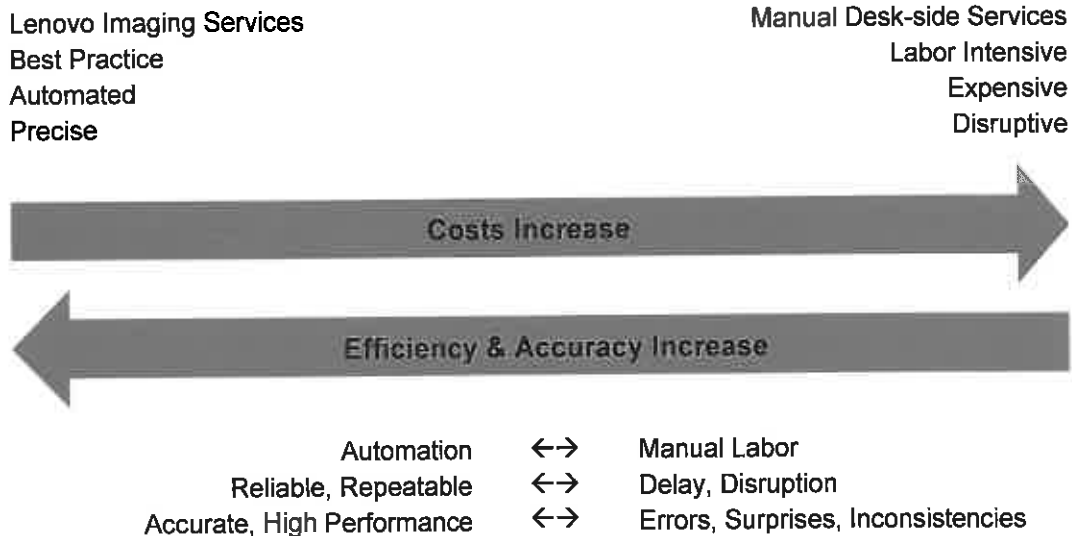
## Deploy: Imaging and Deployment Services

### Imaging

Every Lenovo PC is delivered with a standard image optimized for that hardware. However, individual organizations often have unique needs that require a unique image to replace the standard image. The need for unique customer images was the genesis for Lenovo's Imaging Technology Center. Since 1996, we have been investing in technology and engineers to simplify and drive efficiency into custom image delivery. Where, for most companies, image creation is a periodic event, Lenovo designs, improves, and tests images every day. Today, our custom images can incorporate your advanced configuration requirements to support your business objectives and substantially reduce the cost and disruption associated with onsite deployment activities.

Lenovo fully supports Gartner's "Shift Left" strategy which recommends creating cost and quality efficiencies by shifting specialized technical activities, such as image design and delivery, to hardware manufacturing. By partnering with the Lenovo Image Technology Center, our imaging engineers work with your IT leaders to gain insight into the unique requirements of your organization, and we incorporate those requirements into your custom image. We then install your custom image as your systems are being manufactured. As a result, you enjoy increased quality and reliability, and the cost savings associated with the economies of scale.

### "Shift Left" to Lenovo Imaging Services for Maximum Efficiency





## Deployment

Lenovo's Installation and Deployment services are a suite of managed service offerings designed to address your challenges associated with migrating to new systems during a rollout. These services include planning, setup, and management of end-to-end custom rollouts and deployments.

Lenovo's deployment program was designed around critical deployment activities such as staging, logistics, applications loading, user state migration, image loading, program management, and post-deployment support. Each activity has been optimized in the Lenovo deployment model and has proven (based upon actual Lenovo customer projects) to cut the time involved in a deployment by more than half and to yield a cost savings of more than a third compared to a traditional, non-automated deployments. We focus on driving success quickly while seamlessly integrating into your environment and discovering areas where cost control opportunities are available.

Our portfolio of deployment services include:

- Logistics management and product storage
- Special packaging and documentation
- Just in time shipments to meet rollout schedules
- Simple un-pack, inspect, plug, setup and place the product
- Out of box testing, connection to the network
- Installation of printers and peripherals
- Software installation and configuration
- Data and setting migration
- Secure data disposal/wipe
- Disposal of existing hardware
- Removal of packaging materials

### Deployment Automation – New Hardware Deployment

After an image is restored to a PC, a great deal of technician time is needed to complete final configuration of the image including: joining a domain, installing user specific applications, and moving user data. Lenovo's Advanced Deployment Services (ADS) can fully automate your final image configuration processes such that your technician's touch time is reduced to a few minutes or to zero. In fact, because ADS automates your manual installation steps through a customizable deployment wizard that includes your company branding, final deployments are achievable by the end-user.

ADS customizations can be performed on a per user/system basis. A typical solution can involve making 35 enhancements to the image and integrating 20 applications (without encryption). ADS can possibly double your technician productivity in terms of the number of concurrent machines that can be managed by a single technician. This may reduce your overall deployment time and associated system deployment cost significantly.

### Deployment Automation – OS Migration

Lenovo's In-Place Migration (IPM) solution eliminates the need for a technician to perform an OS migration to Windows 10. The IPM solution is divided into two separately orderable components: The IPM Module and IPM Console. The IPM Module performs the following end-user migration functions: capturing migration data; removing non-essential data; applying the Win10 image; installing apps; joining the domain; inserting AD; performing automation tasks; and restoring migration data. The IPM console is an ITIL workflow compliant process engine with the ability to discover, filter, notify, schedule, audit, and execute the In-Place Migration Module.



## **Managed Installation**

Deploying PCs is a common occurrence at many organizations whether it's a refresh, mass migration, transferring, or moving PCs from point A to B. Unfortunately, challenges often emerge with these deployments in the form of inconsistencies in cost control and user experience. Lenovo's portfolio of Managed Installation Services offers a consistently successful customer experience that stems from Lenovo Project Managers delivering a consolidated management approach. For any size organization facing a PC rollout or migration, you can feel confident that Lenovo provides a quality deployment by executing the process from factory to floor, saving you time and resources.

## **Commercial Deployment Readiness Team**

Lenovo makes it easier to configure and deploy the managed Think PC's in your organization. At the heart of this is Lenovo's Commercial Deployment Readiness Team. This team is a dedicated commercial product support group that is focused on easing the burden associated with the deployment of Think branded products. By providing our customers with information they need to properly configure and deploy assets, we simplify the engineering effort required for provisioning a PC. The CDRT is a governing body that has created and maintains an engineering specification for the creation of driver packages that most administrators leverage to integrate into client deployment management tools such as MDT and SCCM; however, these packages are useful for other platforms such as LANDesk, Altiris and more. These driver packs are validated in our labs to simulate real world environments.

In addition to driver packs, this team also monitors the Lenovo Enterprise Support Forums to provide access to our engineers for integration and configuration related issues as well as manage our knowledgebase and create Deployment Recipe Cards. These recipe cards are a one stop location for the details on drivers and hardware apps to ensure you are getting the full functionality you expect from your Think products. Another focus for the CDRT is to release whitepapers and articles to further assist deployment engineers. They also participate in consultative discussions with customers to explore best practices and drive future improvements to Lenovo's offerings.

## **Protect: Lenovo Protection Services**

### **Accidental Damage Protection**

Lenovo's Accidental Damage Protection (ADP) Service covers accidents beyond the system warranty and protects your PC from non-warranted operational or structural failures incurred under normal operating conditions. On average, customers save 28% with ADP compared to the cost of repairs in the absence of coverage.

### **Keep Your Drive**

Under the terms of the Lenovo Limited Warranty, when Lenovo replaces a defective part, that part becomes the property of Lenovo. By purchasing Lenovo's Keep Your Drive service, you can keep your drive and thus improve your data security and potentially alleviate civil liability risks associated with a data breach.

### **Online Data Backup**

Lenovo Online Data Backup (OLDB) is a simple, automatic and secure way to protect your organization from the potential risk of business-critical data loss due to common hazards such as file corruption, deletion, virus, hardware failure or human error. We offer an Enterprise Console — a web-based secure data backup and recovery solution that incorporates three levels of security including a 128-bit SSL encrypted web-based transmission of data. Data is encrypted prior to transmission with 256-bit level encryption. Unlimited storage capacity is provided.



## **Support: Lenovo Support Services**

### **Warranty Extensions**

Warranty Extensions are available for periods of up to five years (depending on your system). Match coverage terms to your PC refresh cycles to extend the life of your PCs and create a predictable support cost structure.

### **Onsite Warranty**

For system warranty issues, a trained and certified technician will be dispatched to your location to provide assessment and repair of system.

### **Onsite + Tech Install of Customer Replaceable Unit Parts (CRUs)**

Lenovo's Onsite + Technician Installation of CRU's compliments your Onsite Warranty by having all PC faulty parts replaced by a Lenovo Certified Technician. This service is simple and economical for your remote locations where technical resources are not available. Also, it is perfect for organizations with inexperienced end-users.

### **Priority Technical Support**

Priority Technical Support offers an enhanced warranty plan that provides direct anytime-access on the first call to advanced level tech support, in less than 1 minute.

### **Help Desk**

Lenovo's remote service desk solution provides complete 24x7 help desk coverage including: call management, service request tracking, problem ticket management, and change request management. Service tickets are automatically generated for those events that have been pre-defined, up to and including automatic notifications by phone, email, or pager. A web interface also enables Lenovo and customers to enter and track trouble tickets and service requests from any place via the Internet while our service desk solution tracks all incidents until resolved.

### **Asset Tagging**

Lenovo's manufacturing facility allows excellent flexibility with regards to our customer's asset tag requirements. Lenovo will install tamper-proof asset tags on your PC equipment before it is delivered to you. You may define the information printed on the tag, and stored in the system's BIOS, and if requested Lenovo can provide an asset report directly to the customer.



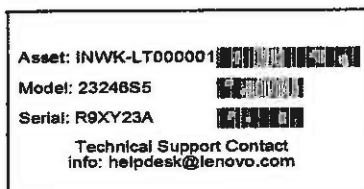
## Asset Tag Choices

### Essential



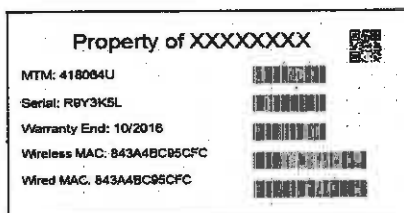
Asset Tag information & tag size fixed  
MTM  
Serial Number  
Static QR Code links to support.lenovo.com

### Standard



Sample Information:  
(Asset Tag is customizable)  
MTM,  
Serial Number  
Customer Logo  
Asset Number

### Enhanced



Sample Information:  
(Asset Tag is customizable)  
MTM  
Serial Number  
Name of Company  
Company Logo  
Asset Number  
Customer QR Code  
MAC Addresses



## Dispose: Asset Recovery & Disposal Services

Lenovo is the trusted industry leader for technology recovery, refurbishing and remarketing. Through world-class facilities and processes, Lenovo provides the foundation for sustainable technology, providing enterprises with an economically smart, environmentally friendly, and risk-free method for the collecting, recycling and reselling of used technology.

### Asset Recovery Service (ARS) Scope

Lenovo asset recovery services offer the flexibility to meet your environmental and financial objectives. For a fixed price per asset Lenovo offers:

- Pack and Pickup equipment at customer location (shipping/logistics billed at actual)
- Processing services to receive, test, and prepare equipment for resale
- Recycling services to ensure proper disposal for obsolete equipment
- Data destruction services to not just format, but to overwrite or destroy data for security
- Value recovery services to return value for re-marketable assets
- Service delivery management services to provide a single point of contact and reporting
- Certificates of proper data destruction and environmental processing

### Point of Sale Asset Recovery Service

As an alternative to the Standard ARS program, Point of Sale ARS may be purchased at the same time you purchase your new PC. By purchasing your Asset Recovery Service (processing and transportation) at the time of system purchase, you have the right to exercise the ARS for this system at any point up to 5 years from the time of purchase. To assist you in making informed decisions, you'll also receive up-to-date helpful end-of-life asset value information through the Point of Sales ARS Web site.



## Attachment B – Lenovo Transition Process

Switching vendors is daunting when both sides don't know what to expect. Lenovo has been winning new business and outgrowing the marketplace consecutively for the past 5 years. This growth has given Lenovo plenty of opportunity to understand our customers concerns during a transition from another vendor and to alleviate the fear of the unexpected. The transition process includes everything from selecting your final hardware to establishing specific tasks, creating your image, establishing a "business Score-card" reporting progress report and providing training to your designated business units, like purchasing, your technical team and key end users or any steps you would like Lenovo to entertain contained in the scope our agreement. This process will be customized to suit the culture at State of West Virginia and the speed with which State of West Virginia is comfortable. Lenovo knows that many new customers don't fully understand our capabilities to do just about anything and where they can go for help on various topics such as:

- What is the right model for me to pick, and when should I transition?
- Where do I go to download drivers?
- How do I build an image on a ThinkPad?
- How do I get a set of recovery CDs?
- What number do I call for support?
- How do I place and track my orders?
- What is ThinkVantage, and what does it mean to me in *my* job?

This attachment provides an introduction to the Lenovo Transition Process.

### Activation Process

As part of our customer setup and activation process, Lenovo focuses on three areas: Product, Customer and Fulfillment Setup.

- **Product Setup** – creation of custom models, image creation, testing and load process, pricing, catalog load, forecasting
- **Customer Setup** – contracts (base and country specific), ship to and bill to locations, credit lines and payment method
- **Fulfillment Setup** – website, B2B setup, fax/email, reporting requirements, delivery requirements, reseller trading relationships globally

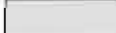
While many of the tasks are concurrent, they are also mutually dependent. Lenovo considers the process of activation to be a collaborative process and in the interest of building a strong working relationship together going forward it is in our best interests to communicate requirements on the items of relevance, to prioritize key action items, and to mutually agree to a timeline for execution. Therefore, Lenovo will set day 1/15/30/60/90-day "milestone" meetings/checkpoints to set/manage expectations of all State of West Virginia stakeholders and measure results.

Following is a sample timeline with activities for activation process:



Activation Process Timeline	Week 1	Week 2	Week 3	Week 4
<b>Customer Setup</b>				
<b>Contracts</b>				
Base Contract Signed	Customer Dependent			
Local Transaction Documents Signed in Country		Customer Dependent	Customer Dependent	Customer Dependent
Ship to / Bill to Customer Numbers Created		Customer Dependent		
Tax Exempt or self pay - need certificates		Customer Dependent		
Credit Line Established / Loaded into System		Lenovo Activity		
<b>Payment Methodology</b>				
if lease, contracts verified or signed		Customer Dependent		
verify correct setup on web		Customer Dependent		
<b>Product Setup</b>				
<b>Custom Preloads / Imaging</b>				
Image Creation or Testing	Customer Dependent	Customer Dependent		
Image Received / Approved for Load	Customer Dependent			
Custom Models Submitted / Approved	Lenovo Activity	Lenovo Activity		
SLA Confirmed / Approved	Lenovo Activity			
First Off Test Completed			Lenovo Activity	
Part Numbers Created and Loaded		Lenovo Activity		
Forecast Entered into System	Customer Dependent			
Pricing Approved & Loaded into System	Lenovo Activity			
<b>Fulfillment Setup</b>				
<b>Web Site</b>				
Created, Customized and Tested	Lenovo Activity	Lenovo Activity		
User ID's / PWs Given to Customer		Lenovo Activity		
Verify Web with Customer		Customer Dependent		
<b>Reporting Requirements</b>				
Unique Requirements / Global		Customer Dependent	Customer Dependent	Customer Dependent
<b>B2B Setup</b>				
Agreed to Scope of Work	Customer Dependent	Customer Dependent	Customer Dependent	
B2B connection and Testing		Customer Dependent	Customer Dependent	Customer Dependent
<b>Distribution</b>				
<b>Shipping Terms &amp; Requirements</b>				
Tied / Overpacked / Bundled / Palletization		Customer Dependent	Customer Dependent	Customer Dependent
<b>Delivery Requirements</b>				
Scheduled / Truck Reqs / Inside Delivery		Customer Dependent	Customer Dependent	Customer Dependent

Legend:

 Customer Dependent  
 Lenovo Activity





## Relationships

A successful transition involves people from both sides of the equation each playing a unique role. During the day 1 kickoff meeting, Lenovo will (re)introduce our dedicated team and their roles to the State of West Virginia stakeholders. Together we will identify the specific areas of concern during the transition and develop a plan framework/flowchart, with tasks slated to be completed by the 15-day checkpoint. Before leaving the meeting, we gain agreement on the action items, and then begin to execute.

Lenovo provides a dedicated global account team and infrastructure in order to leverage all the resources and capabilities that Lenovo brings to the table.

Your dedicated account team will consist of a Lenovo Account Executive, an Inside Sales Representative, a Field Technical Sales Specialist, and a Regional Sales Director to manage day to day operations and escalations. If State of West Virginia chooses to work with a Lenovo Authorized Reseller, we will seamlessly integrate their representatives into the team adding additional resources with the same common goal of achieving the highest levels of customer satisfaction. If a need arises the Lenovo team, will engage Software Engineers, Services Professional Consultants, and the rest of Lenovo's executive team to provide support to State of West Virginia's core team.

There will be a leave-behind with all team member's roles/responsibilities and contact information.

The Lenovo specialist will meet with State of West Virginia on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo Customer transition documents. These documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make State of West Virginia aware of product changes and give you the ability to select the model that best meets your requirements.

## Training

Switching vendors will impact everyone from procurement, to IT staff, to end user and helpdesk. In addition to working with procurement as outlined above with product, customer, and fulfillment setup, Lenovo will work with State of West Virginia to create, develop, and customize an operational guide for their teams. This guide will address key topics covered in the contracts and will act as a how-to-guide to Lenovo. Some topics we have included in guides are: general overview, pricing, order fulfillment objectives, websites, service and support (including self-maintainer and warranty), employee purchase programs, key contacts and issue management.

Your IT Staff will need a deeper level of training on the Lenovo products and how to gain the benefits of everything included with the systems. The Lenovo FTSS will be available to provide education as required, assist with image building and best practices with the Lenovo hardware. Topics FTSS's have covered in training sessions include: general overview of Lenovo hardware (including a tear-down of the hardware), review of BIOS settings, deployment tools and remote configurations. They will also share important URL's, documents and other tools including eSupport web-site navigation. Lenovo will host bi-weekly technical status meetings with customized action plans during the product transition. The FTSS will work with the State of West Virginia team to build the appropriate agenda for each of the sites and to determine the required duration of on-site assistance.

Lenovo will provide the various State of West Virginia audiences (as requested by State of West Virginia) with information pertaining to how our warranty service works, what parts are identified as CRU, how a call is placed and the expectations surrounding the call. In addition, at Lenovo's support website, [http://support.lenovo.com/en\\_US/](http://support.lenovo.com/en_US/), State of West Virginia can sign up through the profiling process to receive information for your system and environment through proactive e-mail. This is an outstanding communications vehicle that allows Lenovo to provide you with new device driver information and technical hints for your specific environment.

Lenovo will train the helpdesk to make sure they know the key contact and support phone numbers, URL's to all support documents, ThinkVantage deployment guides, drivers, etc.



Should State of West Virginia elect to pursue Lenovo's Warranty Self Maintainer Program, Lenovo will work with State of West Virginia to create a detailed transition schedule including the identification of various roles (Service Manager, Claim Administrator, Profile Administrator and Financial Reviewer), the identification of those requiring access to reports (Daily Parts Reports, Monthly Financial Report) and the parts Ship To locations. We will then work with State of West Virginia to identify those individuals who will require the Lenovo Education and Training provide access to the warranty portal and demonstrate the online tool training.

Lenovo offers a Lenovo roadshow whereby the Lenovo team will take the new products to central locations within the key State of West Virginia offices to provide a demonstration on the new hardware. Providing an opportunity for the users to see, touch and ask questions about the technology in advance of deployment helps to ease the transition for users. In addition to the Roadshow, Lenovo would be open to hosting a WebEx with a similar introduction to the hardware for those users outside of regional offices or for those who could not attend in person.

Lenovo has years of experience transitioning customers to Lenovo and believes the process outlined above identifies and addresses the key elements that must be present for any successful transition. Lenovo has the resources available to make this transition for State of West Virginia as swift and smooth as possible.



## Attachment C – Lenovo Financial Services

**Lenovo Financial Services (LFS)** can assist you in creating a sustainable refresh plan for your IT equipment. An LFS lease can provide you with the most cost-effective procurement solution to acquire the technology you need today, while minimizing your total cost of ownership during its use.

- As example, over a six-year period with two refresh cycles, leasing via LFS can save you up to 25% versus a comparable cash purchase strategy. You may even benefit more when considering your organization's internal borrowing costs and tax rates.
- Let LFS provide you a Lease vs. Buy analysis, which can be customized to your specific assumptions to examine the opportunity more closely. We will show you how to:
  - Ensure your annual cash flows are more predictable
  - Refresh your technology earlier and achieve a lower total cost of ownership
  - Avoid costly 4<sup>th</sup> & 5<sup>th</sup> year maintenance expenses and extended use of obsolete technology that harms competitiveness and productivity

LFS is uniquely qualified to support and manage opportunities with customized and integrated processes that complement Lenovo and your business partner. Additional benefits you may enjoy when financing with us include:

- **Total Life-Cycle Management** – We offer life-cycle management of your technology assets from acquisition to disposition allowing your organization to always have the most current technology at the lowest cost. LFS will work with your supplier to ensure a seamless procurement process.
- **Lower Upfront Costs** – 100% financing reduces deployment costs, providing your company with an ability to acquire the IT assets you need today without impacting cash flow. In addition to preserving working capital and keeping credit lines intact, using an LFS finance solution allows a quicker ROI.
- **Ability to Bundle Costs** – LFS offers you the option of financing your entire IT solution including, hardware, software, and business partner services into a single transaction and invoice.
- **Protection Against Advancing Technology** – Financing through LFS allows you to deploy the latest technological advances with minimal financial impact or risk. Depending upon the lease structure selected you can add-on or upgrade during the term of the contract, or you can choose to return, extend or purchase the assets at the end of the contact.
- **Premier Client/Optional Services** – These services are available to major accounts that typically feature an extensive number of assets in multiple locations. We assign a dedicated specialist to serve you during the life of the relationship. Your specialist develops a deep understanding of your invoice and payment requirements as well as other unique elements of your transaction. LFS welcomes the opportunity to discuss optional services such as "pack and ship" and certified data scrubbing.
- **Customer Service Web Portal** – QDS is our online customer portal allowing you 24/7 access to manage your IT financed assets. From this site you can manage your entire portfolio of lease schedules and contract information.

**Lenovo Financial Services**  
1-888-LFS-8838 or [Sales.US@LenovoFS.com](mailto:Sales.US@LenovoFS.com)





## Attachment D – Product Datasheets



ThinkPad L460\_L560  
Datasheet.pdf



ThinkPad P70  
Datasheet.pdf



M800 M900 Tower  
SFF Datasheet.pdf



ThinkPad Yoga 260  
Datasheet (Black).pdf



Miix 700  
Datasheet.pdf

## Powerful notebook value.

Scalable performance. Optimized for collaboration.

Powered by the 6<sup>th</sup> Generation Intel® Core™ i processors with vPro™ technology, the ThinkPad® L460 and L560 deliver the performance of a desktop computer while offering the mobility of a notebook. Its rugged design, enhanced collaborative features and enterprise-level security let you stay productive anywhere for up to 12.5 hours on a single charge. With their affordable price tags, the L460 and L560 are ideal for today's demanding business landscape.

Lenovo™



### WHY YOU SHOULD BUY THE LENOVO™ THINKPAD® L460 / L560 NOTEBOOK



#### Scalable performance

Now or later, you can easily upgrade up to 16 GB memory – helping you future-proof your L460 or L560 against software upgrades.



#### Durably designed for maximum productivity

The rugged design withstands the stresses of travel and can withstand 200 ml water drop test – preventing minor mishaps from becoming costly downtime.



#### Optimized for collaboration

Microsoft Skype™ Certified VoIP system allows for teleconferences with exceptional sound even in noisy environments such as airports.



#### Enterprise security features

Easy-to-use Fingerprint And Trusted Platform Module (TPM) offer enhanced levels of security to meet the most demanding requirements.

### THE LENOVO™ THINKPAD® L460 / L560 NOTEBOOK ARE BEST SUITED FOR

1

Businesses seeking the best value in a mobile desktop with fully scalable performance and comprehensive features.

2

Road warriors that need high-performance notebook with all-day battery life and features for easy collaboration and connectivity.

3

Businesses and individuals seeking a powerful notebook that won't break the bank, ideal for large-scale deployments.



# Lenovo™ ThinkPad® L460 / L560 Notebook

## SPECIFICATION

### PERFORMANCE

#### Processor

L460  
Intel® Core™ i5 6300U Processor  
Intel® Core™ i5 6200U Processor  
Intel® Core™ i3 6100U Processor  
Intel® Celeron® 3855U Processor  
L560  
Intel® Core™ i5 6300U Processor

Intel® Core™ i5 6200U Processor  
Intel® Core™ i3 6100U Processor  
Intel® Celeron® 3855U Processor

#### Operating System

Up to Windows 10 Pro

#### Graphics

L460/L560  
Intel® HD Graphics 520

#### Webcam

720p HD Camera

#### Memory

Up to 16 GB

#### Storage

HDD (500 GB) 7200 rpm  
SSD (128 GB / 192 GB /  
256 GB)

#### Audio

Stereo with Dolby® Advanced Audio™

#### Battery<sup>3</sup>

L460 : Up to 12.5 Hours  
L560 : Up to 9.5 Hours

### DESIGN

#### Display

L460  
14" HD (1366 x 768) Anti-Glare  
14" FHD (1920 x 1080) IPS, Anti-Glare  
L560  
15.6" HD (1366 x 768) Anti-Glare  
15.6" FHD (1920 x 1080) IPS, Anti-Glare

#### Dimensions (W x D x H)

##### L460

(mm) : 339 x 235 x 24.3  
(inches) : 13.35" x 9.25" x 0.96"

##### L560

(mm) : 377 x 255 x 27.6  
(inches) : 14.84" x 10.04" x 1.09"

#### Weight

L460 : Starting at 4.2 lbs (1.9 kg)  
L560 : Starting at 5.2 lbs (2.3 kg)

#### Color

Black

#### ODD<sup>2</sup>

DVD-RW

### CONNECTIVITY

#### I/O (Input/Output) Ports

RJ45  
Mini DisplayPort™  
VGA  
4-in-1 Card Reader  
3.5 mm Headphone / Microphone  
SmartCard Reader<sup>1</sup>  
Fingerprint Reader<sup>1</sup>  
ExpressCard<sup>2</sup>  
WWAN<sup>1</sup>

#### WLAN

L460/L560  
Intel® Snowfield Peak vPro™ 2 x 2 a/c +  
Bluetooth™ 4.1  
Intel® Snowfield Peak Non-vPro™ 2 x 2 a/c+

#### WWAN

L460/L560  
Sierra EM7445 (LTE-A)

<sup>1</sup> Optional.

<sup>2</sup> Only on L560.

<sup>3</sup> Battery life (and recharge times) will vary based on many factors including system settings and usage. A description of the environment under which the test was performed is available upon request.

## RECOMMENDED SERVICES

Lenovo® offers a comprehensive portfolio of services to support and protect your ThinkPad® investment. Succeed with substance and let Lenovo's Service support you all the way.

#### PRIORITY TECHNICAL SUPPORT<sup>4</sup>

Makes your priority, our priority. 24x7 priority call routing to advanced-level technicians, electronic incident tracking and escalation management services.

#### WARRANTY UPGRADES - ON-SITE AND NEXT BUSINESS DAY

Maximizes PC uptime and productivity by providing convenient, fast repair service at your place of business.

#### WARRANTY EXTENSIONS (1 TO 5 YEARS TOTAL DURATION)

This fixed-term, fixed-cost service helps accurately budget for PC expenses, protect your valuable investment and lower the cost of ownership over time.

#### ACCIDENTAL DAMAGE PROTECTION

Avoid the hassles of unexpected repair costs. Provides coverage for non-warranted damage incurred under normal operating conditions, such as minor spills, drops or damage to the integrated screen.

#### KEEP YOUR DRIVE

Retain your drive if it should happen to fail, giving you the peace of mind to know that your valuable data is secure.

#### ASSET TAGGING

Systems come equipped with a professional, flexible asset tag based on your exact specifications. PCs are easily identifiable and trackable right out of the box.

## OPTIONS & ACCESSORIES



3.5 mm Lenovo™ Stereo Headphone



ThinkPad® USB 3.0 Pro Dock



ThinkVision® E1922z



UltraSlim Wireless Keyboard and Mouse Combo

<sup>4</sup> Not available in all regions.

# Power defined

Redefining the mobile workstation

The Lenovo™ ThinkPad® P70 introduces a 17" mobile workstation to the ThinkPad® family; designed for high-end professionals across multiple industries. The P70 is the best-performing system in the ThinkPad® line; certified to run the most demanding Independent Software Vendor (ISV) applications. Powered by the new Intel® Xeon® processors for mobile workstations and latest NVIDIA® Quadro® GPUs for unmatched graphics capability. It also comes packed with the most memory and storage ever found in a mobile workstation to get the job done faster than ever before.



## WHY YOU SHOULD BUY THE LENOVO™ THINKPAD® P70 MOBILE WORKSTATION



### Mobile performance

Packed with power, including the first Intel® Xeon® processors for mobile workstations, latest NVIDIA® Quadro® graphics card, up to 64 GB of memory, and 1 TB of PCIe storage.



### Stunning visuals

Ultra high resolution 4K IPS display with 100% color gamut and X-Rite® Pantone® color calibration, keeps images vibrant and accurate.



### Ultimate user experience

Upgraded touchpad resists wear and features new 3-button functionality. Move huge files in an instant with the fastest connection using Intel® Thunderbolt™ 3.



### Legendary reliability

The ThinkPad® P70 is MIL-SPEC tested. The new FLEX Performance Cooling gives users the ability to push their system harder for longer using dual-fan technology.

## THE LENOVO™ THINKPAD® P70 MOBILE WORKSTATION IS BEST SUITED FOR

1

Engineers and designers who have to have the most powerful system with the newest technology.

2

Users looking for ISV certified mobile workstation which ensures superior application performance.

3

Torture-tested to be ThinkPad® tough; ensuring your system can withstand the rigors of day-to-day use in the field.



## SPECIFICATIONS

### PERFORMANCE

#### Processor

Intel® Xeon® Processors for Mobile Workstations  
6th Generation Intel® Core™ Processor

#### Operating System

Windows 10 Pro  
Windows 8.1 Pro  
Windows 7 Professional (available through  
downgrade rights from Windows 10 Pro)

#### Graphics

NVIDIA® Quadro®

#### Memory

4 SODIMM Slots, 64 GB Max., 2133 MHz

#### Max. Storage Devices - 4

2 TB HDD  
1 TB PCIe / SATA SSD

#### Optical Drive

DVD-RW  
Up to 1 TB HDD with Bay Adapter  
Up to 512 GB SSD with Bay Adapter Travel Bezel

#### RAID

0, 1

#### Power Supply

170 W, 230 W

#### Battery<sup>1</sup>

8 Cell (96 WHr)

<sup>1</sup> Battery life (and recharge times) will vary based on many factors including system settings and usage. A description of the environment under which this test was performed is available upon request.  
<sup>2</sup> Optional.

### CONNECTIVITY

#### Ports

(4) USB 3.0, 1 Always-on Charging  
(1) HDMI 1.4  
(1) Mini DisplayPort™ 1.2  
(2) Thunderbolt™ 3  
(1) RJ45 Gigabit Ethernet  
(1) Docking Connector  
(1) Microphone / Headphone Combo Jack  
(1) Smart Card Reader<sup>2</sup>  
(1) ExpressCard / 34 mm  
(1) SDXC

#### WLAN

Intel® 8260 2 x 2 a/c + Bluetooth® 4.1 vPro  
Intel® 8260 2 x 2 a/c + Bluetooth® 4.1

#### WWAN

Sierra EM7445 - 4G LTE-A

#### Media Card Reader

Integrated 4-in-1 SD Card Reader  
(SD, SDHC, SDXC, MMC)

### DESIGN

#### Dimensions (W x D x H)

(mm) : 416 x 275.5 x 29.9 - 31.5  
(inches): 16.4" x 10.8" x 1.17" - 1.2"

#### Display

FHD (1920 x 1080) IPS, 300 nits  
FHD Touch (1920 x 1080) IPS, 270 nits  
4K UHD (3840 x 2160) IPS, 300 nits

#### Weight

Starting at 7.6 lbs (3.4 kg)

#### Color Sensor

X-Rite® Pantone®<sup>2</sup>

#### Keyboard

ThinkPad® Precision Keyboard with  
Numeric Keypad and Backlit<sup>2</sup>

### SOFTWARE

- Windows 10 Pro 64-bit
- Windows 10 Home Premium 64-bit
- Windows 10 Home Premium Single Language 64-bit
- Windows 10 Home Chinese Language Edition 64-bit
- Windows 7 Professional 64-bit (pre-installed through downgrade rights in Windows 10 Pro)
- Windows 7 Professional 64-bit
- Ubuntu® Linux
- RHEL

### GREEN CERTIFICATION

- EPEAT™ Gold
- ENERGY STAR® 6.1
- GREENGUARD®
- RoHS Compliant



## RECOMMENDED SERVICES

Lenovo™ offers a comprehensive portfolio of services to support and protect your ThinkPad® investment. Focus on your customers and business, not your IT.

#### PRIORITY TECHNICAL SUPPORT<sup>3</sup>

Makes your priority, our priority. 24x7 priority call routing to advanced-level technicians, electronic incident tracking, and rapid response and resolution.

#### WARRANTY UPGRADES - ON-SITE AND NEXT BUSINESS DAY

Maximizes PC uptime and productivity by providing convenient, fast repair service the next business day.

#### WARRANTY EXTENSIONS

(1-TO-4 YEARS TOTAL DURATION)  
This fixed-term, fixed-cost service helps accurately budget for PC expenses, protect your valuable investment and potentially lower the cost of ownership over time.

#### KEEP YOUR DRIVE

Retain your drive if it should happen to fail, giving you the peace of mind to know that your valuable data is secure. KYD applies to all drives within multi hard disk/SSD systems.

<sup>3</sup> Not available in all regions.

## OPTIONS & ACCESSORIES



ThinkPad®  
Performance Dock





# Power defined

Redefining the mobile workstation

The Lenovo™ ThinkPad® P70 introduces a 17" mobile workstation to the ThinkPad® family; designed for high-end professionals across multiple industries. The P70 is the best-performing system in the ThinkPad® line; certified to run the most demanding Independent Software Vendor (ISV) applications. Powered by the new Intel® Xeon® processors for mobile workstations and latest NVIDIA® Quadro® GPUs for unmatched graphics capability. It also comes packed with the most memory and storage ever found in a mobile workstation to get the job done faster than ever before.



## WHY YOU SHOULD BUY THE LENOVO™ THINKPAD® P70 MOBILE WORKSTATION



### Mobile performance

Packed with power, including the first Intel® Xeon® processors for mobile workstations, latest NVIDIA® Quadro® graphics card, up to 64 GB of memory, and 1 TB of PCIe storage.



### Stunning visuals

Ultra high resolution 4K IPS display with 100% color gamut and X-Rite® Pantone® color calibration, keeps images vibrant and accurate.



### Ultimate user experience

Upgraded touchpad resists wear and features new 3-button functionality. Move huge files in an instant with the fastest connection using Intel® Thunderbolt™ 3.



### Legendary reliability

The ThinkPad® P70 is MIL-SPEC tested. The new FLEX Performance Cooling gives users the ability to push their system harder for longer using dual-fan technology.

## THE LENOVO™ THINKPAD® P70 MOBILE WORKSTATION IS BEST SUITED FOR

1

Engineers and designers who have to have the most powerful system with the newest technology.

2

Users looking for ISV certified mobile workstation which ensures superior application performance.

3

Torture-tested to be ThinkPad® tough; ensuring your system can withstand the rigors of day-to-day use in the field.

WHAT'S IN A THINKPAD®





## SPECIFICATIONS

### PERFORMANCE

#### Processor

Intel® Xeon® Processors for Mobile Workstations  
6th Generation Intel® Core™ Processor

#### Operating System

Windows 10 Pro  
Windows 8.1 Pro  
Windows 7 Professional (available through  
downgrade rights from Windows 10 Pro)

#### Graphics

NVIDIA® Quadro®

#### Memory

4 SODIMM Slots, 64 GB Max., 2133 MHz

#### Max. Storage Devices - 4

2 TB HDD  
1 TB PCIe / SATA SSD

#### Optical Drive

DVD-RW  
Up to 1 TB HDD with Bay Adapter  
Up to 512 GB SSD with Bay Adapter Travel Bezel

#### RAID

0, 1

#### Power Supply

170 W, 230 W

#### Battery<sup>1</sup>

8 Cell (96 WHr)

### CONNECTIVITY

#### Ports

(4) USB 3.0, 1 Always-on Charging  
(1) HDMI 1.4  
(1) Mini DisplayPort™ 1.2  
(2) Thunderbolt™ 3  
(1) RJ45 Gigabit Ethernet  
(1) Docking Connector  
(1) Microphone / Headphone Combo Jack  
(1) Smart Card Reader<sup>2</sup>  
(1) ExpressCard / 34 mm  
(1) SDXC

#### WLAN

Intel® 8260 2 x 2 a/c + Bluetooth® 4.1 vPro  
Intel® 8260 2 x 2 a/c + Bluetooth® 4.1

#### WWAN

Sierra EM7445 - 4G LTE-A

#### Media Card Reader

Integrated 4-in-1 SD Card Reader  
(SD, SDHC, SDXC, MMC)

### DESIGN

#### Dimensions (W x D x H)

(mm) : 416 x 275.5 x 29.9 - 31.5  
(inches): 16.4" x 10.8" x 1.17" - 1.2"

#### Display

FHD (1920 x 1080) IPS, 300 nits  
FHD Touch (1920 x 1080) IPS, 270 nits  
4K UHD (3840 x 2160) IPS, 300 nits

#### Weight

Starting at 7.6 lbs (3.4 kg)

#### Color Sensor

X-Rite® Pantone<sup>6,2</sup>

#### Keyboard

ThinkPad® Precision Keyboard with  
Numeric Keypad and Backlit<sup>2</sup>

### SOFTWARE

- Windows 10 Pro 64-bit
- Windows 10 Home Premium 64-bit
- Windows 10 Home Premium Single Language 64-bit
- Windows 10 Home Chinese Language Edition 64-bit
- Windows 7 Professional 64-bit (pre-installed through downgrade rights in Windows 10 Pro)
- Windows 7 Professional 64-bit
- Ubuntu® Linux
- RHEL

### GREEN CERTIFICATION

- EPEAT™ Gold
- ENERGY STAR® 6.1
- GREENGUARD®
- RoHS Compliant

<sup>1</sup> Battery life (and recharge times) will vary based on many factors including system settings and usage. A description of the environment under which the test was performed is available upon request.  
<sup>2</sup> Optional.

## RECOMMENDED SERVICES

Lenovo™ offers a comprehensive portfolio of services to support and protect your ThinkPad® investment. Focus on your customer and business, not your IT.

#### PRIORITY TECHNICAL SUPPORT<sup>3</sup>

Makes your priority, our priority. 24x7 priority call routing to advanced-level technicians, electronic incident tracking, and rapid response and resolution.

#### WARRANTY UPGRADES - ON-SITE AND NEXT BUSINESS DAY

Maximizes PC uptime and productivity by providing convenient, fast repair service the next business day.

#### WARRANTY EXTENSIONS

(1-TO-4 YEARS TOTAL DURATION)  
This fixed-term, fixed-cost service helps accurately budget for PC expenses, protect your valuable investment and potentially lower the cost of ownership over time.

#### KEEP YOUR DRIVE

Retain your drive if it should happen to fail, giving you the peace of mind to know that your valuable data is secure. KYD applies to all drives within multi hard disk/SSD systems.

## OPTIONS & ACCESSORIES



ThinkPad®  
Performance Dock

<sup>3</sup> Not available in all regions.





## Enterprise-level performance

Desktop performance and productivity that's ready for business

The all new ThinkCentre® M-series M900 and M800 Tower & Small Form Factor come in a sleek new ID offering enterprise level performance with up to 6<sup>th</sup> Generation Intel® Core™ i processor and optional PCIe SSD<sup>1</sup>. The desktops also feature the ThinkCentre® Dust Shield, an unique Lenovo® solution, that reduces dust intake by up to 57%<sup>2</sup> reducing maintenance and extending the life of the machine.

The SFF is 17% smaller than its predecessor whilst the tower has an integrated handle and front accessible and removable HDD delivering robust protection for your critical data.

For enhanced features the M900 and M800 offer PCI slot for expansion and Intel® Stable Image Platform Program. M900 also offers Intel® vPro™ for enterprise management.



### WHY YOU SHOULD BUY THE LENOVO™ THINKCENTRE® TOWER & SMALL FORM FACTOR



#### Free-up more desk space

The sleek compact 10L Small Form Factor will free-up valuable desk space and is 17% smaller than its predecessor.



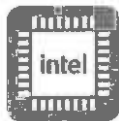
#### ThinkCentre® Dust Shield

ThinkCentre® Dust Shield, a unique Lenovo™ solution, is an easily removable and washable filter that fits discreetly on the front chassis of the system and reduces dust intake by up to 57%<sup>2</sup>.



#### Boosts performance

The range delivers the latest Intel® 6<sup>th</sup> Generation processors. Furthermore the M900 offers PCIe SSD storage for a turbo boost. Optional PCI slot is available for expansion.



#### Enterprise ready

Intel SIPP provides a smooth transition between platforms while in M900 also comes with Intel vPro™<sup>1</sup> for enterprise manageability.

### THE LENOVO™ THINKCENTRE® TOWER & SMALL FORM FACTOR IS BEST SUITED FOR

**1** Business looking for powerful enterprise-level performance, with available enterprise management and support for legacy systems.

**2** Businesses looking for reliable machines in dusty environments.

**3** Businesses that need a space-saving desktop form factor to free up valuable desk space.



## SPECIFICATIONS

### PERFORMANCE

#### Processor

6th Generation Intel® Core™ Celeron® Processor up to i7 Processor

#### Operating System

Windows 10 Pro

Windows 10 Home

Windows 7 Professional SP1 (pre-installed through downgrade rights in Windows 10 Pro)

DOS

#### Graphics

Intel® Integrated Graphics

NVIDIA® GeForce® GT720 2 GB VGA + HDMI™

NVIDIA® GeForce® GT720 1 GB 64-bit DP + DP

NVIDIA® Quadro® K420 2 GB DV/ + DP

#### Memory

M900 / M800: 4 x DDR4 up to 64 GB

#### Storage

##### Tower

2 x 3.5" Bay for HD / SSD / SSHD

##### SFF

1 x 3.5" / 2.5" HD

#### Power Supply

##### Tower

92% 400W Adapter

85% 250W Adapter

75% 180W Adapter\*

##### SFF

92% 210W Adapter

85% 210W Adapter

\* Tower only.

\* Optional.

\* Not available in Japan.

### CONNECTIVITY

#### I/O (Input/Output) Ports

##### Front

2 x USB 3.0

2 x USB 2.0<sup>4</sup>

Card Reader<sup>4</sup>

2 x Audio

##### Rear

M900: 6 x USB 3.0

M800: 4 x USB 3.0 + 2 x USB 2.0

DisplayPort™ 1.2 + DisplayPort™ 1.2

VGA

1 x Serial

1 x LAN

3 x Audio

PS/2<sup>4</sup>

Parallel<sup>4</sup>

#### WLAN

1 x 1 802.11 a/c WLAN + Bluetooth® 4.0

2 x 2 802.11 a/c WLAN + Bluetooth® 4.0

2 x 2 802.11 a/c WLAN + Bluetooth® 4.0 + vPro™<sup>1</sup>

### DESIGN

#### Dimensions (W x D x H)

M900 / M800 Tower

(mm) : 175 x 413 x 406

(inches) : 6.89" x 16.26" x 15.98"

#### SFF

(mm) : 88 x 357 x 338

(inches) : 3.46" x 14.05" x 13.31"

#### Weight

Tower : Starting at 27.5 lbs (12.5 kg)

SFF : Starting at 19.8 lbs (9 kg)

#### Physical Security

Kensington® Lock

Removable HDD<sup>2</sup>

### SOFTWARE

#### Windows 10 Preloads

- Lenovo™ Solution Center
- Desktop Power Manager
- Fingerprint Software
- Lenovo™ SHAREIt
- Lenovo™ REACHit
- Lenovo™ Companion
- CyberLink PowerDVD Create (DVD)
- McAfee® LiveSafe™
- Microsoft Office (trial)<sup>5</sup>

#### Windows 7 Preloads

- Lenovo™ Solution Center
- Desktop Power Manager
- PC Cloud Manager
- Fingerprint Software
- ThinkVantage® Product Recovery
- Lenovo™ SHAREIt
- Lenovo™ REACHit
- CyberLink PowerDVD Create (DVD)
- McAfee® LiveSafe™
- Microsoft Office (trial)<sup>5</sup>

### GREEN CERTIFICATION

- ENERGY STAR® 6.1



## RECOMMENDED SERVICES

Lenovo™ offers a comprehensive portfolio of services to support and protect your ThinkCentre® investment. Succeed with substance and let Lenovo's Service support you all the way.

#### PRIORITY TECHNICAL SUPPORT\*

Makes your priority, our priority. 24x7 priority call routing to advanced-level technicians, electronic incident tracking and escalation management services.

#### WARRANTY UPGRADES - ON-SITE AND NEXT BUSINESS DAY

Maximizes PC uptime and productivity by providing convenient, fast repair service at your place of business.

#### WARRANTY EXTENSIONS (1 TO 5 YEARS TOTAL DURATION)

This fixed-term, fixed-cost service helps accurately budget for PC expenses, protect your valuable investment and lower the cost of ownership over time.

#### ACCIDENTAL DAMAGE PROTECTION

Avoid the hassles of unexpected repair costs. Provides coverage for non-warranted damage incurred under normal operating conditions, such as minor spills, drops or damage to the integrated screen.

#### KEEP YOUR DRIVE

Retain your drive if it should happen to fail, giving you the peace of mind to know that your valuable data is secure.

#### ASSET TAGGING

Systems come equipped with a professional, flexible asset tag based on your exact specifications. PCs are easily identifiable and trackable right out of the box.

\* Not available in all regions.

## OPTIONS & ACCESSORIES



ThinkVision®  
T-series  
Multimedia,  
Full-Series



Lenovo™  
Ultra Slim Wireless  
Keyboard and  
Mouse Combo

Fast & Fluid



Kensington®  
Twin Head  
Cable Lock from  
Lenovo™

Ultra Protection  
Against Theft



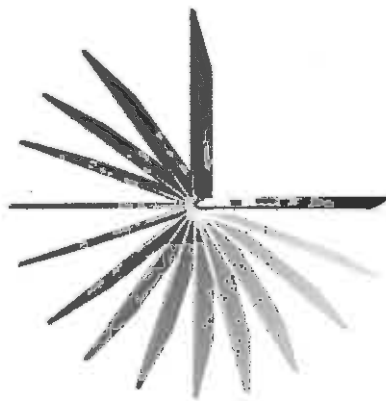
3M Monitor  
Privacy Filter  
Privacy Protection &  
Anti-Glare



# Ultra mobile. Ultra versatile.

A premium convertible that's your office on-the-go

A road warrior's dream! Exceptionally thin, light and flexible with four operating modes - Laptop, Stand, Tent and Tablet - for ultimate versatility. Think of it as your mobile office, thanks to the brilliant 12.5" Full HD multitouch display, integrated ThinkPad® Pen Pro, up to 512 GB SSD storage and all-day up to 10 hours long battery. Features like the unique Lift 'n Lock keyboard and integrated fingerprint reader add to the versatility. It's a true high-performance office on-the-go.



-   
Laptop Mode
-   
Stand Mode
-   
Tent
-   
Tablet

## WHY YOU SHOULD BUY THE LENOVO™ THINKPAD® YOGA



**Premium convertible**  
Thin (17.8 mm), light (2.9 lbs) and beautifully-designed with four mode flexibility (Laptop, Stand, Tent and Tablet) to work your way, everywhere.



**Serious performance**  
PC-like power with up to 512 GB faster SSD and up to 16 GB DDR4 memory, perfect for big data and multimedia



**Brilliant display**  
The 12.5" multitouch screen displays visuals at up to Full HD. Integrated ThinkPad® Pen Pro adds even more versatility.



**First YOGA with WWAN**  
Connect anytime, anywhere with the LTE-A option, WiGig or enhanced OneLink+ docking.

## THE LENOVO™ THINKPAD® YOGA 260 IS BEST SUITED

**1** Road warriors who value top-of-the-line performance and versatility anytime,

**2** Students and executives who value entertainment and productivity on-the-go.





## SPECIFICATIONS

### PERFORMANCE

#### Processor

- Intel® Core™ i7-6600U Processor
- Intel® Core™ i5-6300U Processor
- Intel® Core™ i5-6200U Processor
- Intel® Core™ i3-6100U Processor

#### Operating System

- Windows 10
- Windows 7

#### Graphics

Integrated Intel® Chipset

#### Memory

- Up to 16 GB DDR4 DIMM
- \*\* WWAN requires 8GB soldered \*\*

#### Webcam

Up to 720p HD

#### Storage

Up to 512 GB SSD

#### Battery<sup>1</sup>

Up to 10 Hours<sup>2</sup>

<sup>1</sup> Battery life (and recharge times) will vary based on many factors including system settings and usage. A description of the environment under which the test was performed is available upon request.  
<sup>2</sup> MobileMark 2014.

### CONNECTIVITY

#### Communication

Bluetooth® 4.1, WiFi Combo Card, SCR, LTE-A, WiGig (FHD panel only)

#### Ports

2 x USB 3.0, Mini DisplayPort™, HDMI, OneLink+ and microSD

### DESIGN

#### Display

- 12.5" HD (1366 x 768), 300 nits
- 12.5" FHD (1920 x 1080), 300 nits (WiGig optional)

#### Dimensions (W x D x H)

- (mm) : 309.9 x 220 x 17.8
- (inches) : 12.20" x 8.66" x 0.70"

#### Weight

Starting at 2.9 lbs (1.3 kg)

#### Color

Black

#### Security

- Smart Card Reader, dTPM, Kensington® Lock, Fingerprint Touch Reader<sup>3</sup>

### SOFTWARE

- McAfee® (30-day subscription) Microsoft
- Office 365
- Lenovo™ Settings 3.0 Lenovo™
- Companion REACHit
- SHAREit WRITEit

### GREEN

- ENERGY STAR® 6.1
- Recycled, recyclable, and environmentally friendly packaging GREEN GUARD™
- Worldwide EPEAT™
- UL Environmental
- Gold Low Halogen 95%

## RECOMMENDED SERVICES

### COMPLETE PORTFOLIO OF SUPPORT AND PROTECTION SERVICES

- Upgrade warranty to on-site NBD for fast response
- Accidental damage protection for complete coverage of unwarranted damage

### BUSINESS-CLASS SUPPORT FOR SMB

- Extend warranty up to 4 years
- Priority technical support for direct access to advanced technicians
- Keep your drive to keep your business and customer data secure
- Sealed battery warranty for affordable replacement of internal batteries

## OPTIONS &



ThinkPad®  
USB 3.0  
Ultra Dock  
Universal  
Docking Solution



ThinkPad®  
UltraMessenger  
Function, Protection  
& Comfort



ThinkPad®  
Optical Wireless  
Mouse  
Mouse for All



3M Privacy Filters from  
Lenovo™  
Privacy Protection  
& Anti-Glare



# Lenovo™ MIIX 700 Topseller

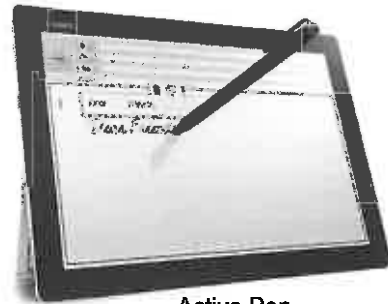


The new Lenovo™ MIIX 700 12-inch tablet with folio keyboard is designed to stand out from the crowd. Recognizably different, the 2-in-1 tablet features our patented dual watchband hinges, opening the door for new ways to work and play with seamless transition between laptop, stand and tablet mode – ideal for those who value stylish and progressive design.



### The ultimate in mobility and versatility:

- Thin at less than 8.95mm
- Lightweight at 1.7lbs
- All day battery up to 9 hours
- Touch, Type, and Write
- Multiple viewing angles from 0 to 150 degrees
- Three modes (Laptop, Stand, Tablet)



Active Pen



0 to 150 degree stand



## WRITEit

If you can type it, you can WRITEit!

### Topseller configurations ship with:

- MIIX 700 12-inch tablet with patented dual watchband hinges
- Folio Keyboard that doubles as a cover to protect your tablet
- Active pen with WriteIt!



Laptop Mode



Stand Mode



Tablet Mode



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# Lenovo™ M700 TopSeller

## PERFORMANCE

### Processor

Up to 6th Generation Intel® Core™ m7 Processor

### Operating System

Windows 10 Pro  
Windows 10 Home

### Graphics

Integrated Intel® HD

### Memory

4GB or 8GB LPDDR3L

### Webcam

Front : 5MP  
Rear : 5MP with Auto Focus and Flash

### Storage

64GB, 128GB or 256 GB SSD

### Audio

Single Stereo Speaker

### Battery<sup>2</sup>

Up to 9 Hours Local Video Playback

## DESIGN

### Display

12" FHD+ (2160 x 1440), 300 nits

### Dimensions (W x D x H)

(mm) : 292 x 210 x 8.95  
(inches) : 11.49" x 8.27" x 0.35"

### Weight

Starting at 1.7 lbs (780 g)

## PRELOADED

Lenovo™ OneKey Recovery  
Lenovo™ Companion 3.0  
Lenovo™ Photo Master  
Lenovo™ SHAREit  
Lenovo™ REACHit  
Lenovo™ WRITEit  
McAfee® LiveSafe™



Detachable keyboard

## CONNECTIVITY

### Bluetooth®

WiFi 2 x 2 802.11 a/c, Bluetooth® 4.0

### Connectors

1 x USB 3.0, 1 x USB 2.0, Micro HDMI™out, microSD™, Audio Combo Jack

## LENOVO™ SERVICES

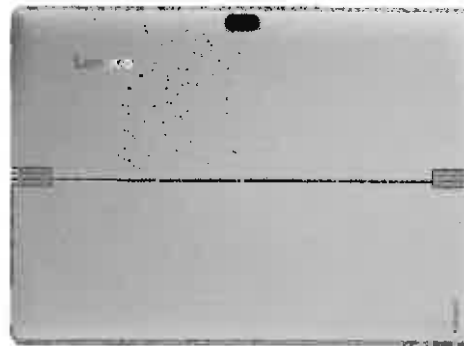
### Accidental Damage Protection

Avoid the hassles of unexpected repair costs. Provides coverage for non-warranted damage incurred under normal operating conditions, such as minor spills, drops or damage to the integrated screen.

### Warranty Extensions

(1-to-3 Years Total Duration)

This fixed-term, fixed-cost service helps accurately budget for PC expenses, protect your valuable investment and potentially lower the cost of ownership over time.



Premium metallic finish

Unique watchband hinges



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**Disclosure Statement**

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

