

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**

**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham WA 98225-4082  
Brad Bennett, Finance Manager

DATE: September 14, 2023  
TO: Tyler Schroeder, Director of Administrative Services  
FROM: Brad Bennett, AS Finance Manager  
SUBJECT: Approval to Purchase Replacement Computer Servers (Helion Recording System)

**Background & Purpose**

The Auditor's Office requests approval to purchase six (6) Lenovo computer servers using the WSC/NASPO contract #05815-021 (expires 10/31/2023). This equipment will be used to replace end-of-life servers that run the Helion Recording System in the Auditor's Office.

The vendor is CDW-G, and the total cost for this purchase is \$81,382.40, including sales tax. Installation will be provided on a supplemental contract with the vendor who supports the Auditor's Recording System and Whatcom County Information Technology.

**Funding**

Funding for this purchase was approved in the Auditor's O&M fund by Council on Supplemental ID #2023-3833, as appropriated on Ordinance #2023-001. I recommend approval.



AS Finance Manager

Approved as recommended:

\_\_\_\_\_  
County Executive

Date of Council Action \_\_\_\_\_



# REQUISITION

## WHATCOM COUNTY

### Administrative Services

(360) 778-5320

NO. **AUD-23-021**

PURCHASE ORDER NUMBER

**VENDOR NUMBER**  
644800

If no vendor number exists, please complete a Request for Vendor Number form.

**COST CENTER NAME**  
Auditor O&M

Name **CDW-G**  
Address  
Phone/Email

**SHIP TO**  
IT

**COST CENTER** 16600.7420  
**OBJECT ACCT**  
**SUB ACCT**

**IT REVIEW (IF APPLICABLE)**  
*PSK 9/13/23*

QUANTITY	UNIT	DESCRIPTION/INSTRUCTIONS	UNIT PRICE	TOTAL PRICE
		Quote #NNMN902		
4	ea	Lenovo SR630 server, Intel Xeon Gold 5317 12 core, 128GB RAM, 2xM.2 960GB NVMe SSD	\$9,150.00	\$36,000.00
4	ea	Lenovo Extd Warranty, 5-Yr 24x7 4hr response	\$2,450.00	\$9,800.00
2	ea	Lenovo SR650 server, Intel Xeon Gold 6346 16 core, 128GB RAM, 2xM2 960GB NVMe SSD 7x800GB Mixed Use SAS 24GB SSD	\$11,600.00	\$23,200.00
2	ea	Lenovo Extd Warranty, 5-Yr 24x7 4hr response	\$2,600.00	\$5,200.00
		For AURS1, AURSF1, AURSSQL1, AURSTEST1, AURSMENTIS2, AURSWEB1	Shipping	
			<b>SALES TAX 8.8%</b>	\$6,582.40
			<b>GRAND TOTAL</b>	<b>\$81,382.40</b>

**WRITTEN BY** EB\PR  
**DATE** 9/13/2023

**APPROVED BY** *Dana Beauducq*  
**DATE** 9/14/23

Note: Attach copies of all quotes to this requisition.

QUOTE #1	QUOTE #2	QUOTE #3
Vendor <b>WA Lenovo NVP</b>	Vendor <b>Supplemental Budget</b>	Vendor
Phone/Email <b>Computer Equipment</b>	Phone/Email <b>#2023-3833</b>	Phone/Email
Contact Name <b>MNWNC135 (05815-021)</b>	Contact Name	Contact Name
Details/Price <b>Expires 10/31/2023</b>	Details/Price	Details/Price



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

## IT PURCHASES,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NNMN902	9/11/2023	SR630 & SR650	165851	<b>\$81,382.40</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">LVO TS SR630 5317 8X16GB</a> Mfg. Part#: 7Z71T61X00 Contract: Washington Lenovo NVP Computer Equipment MNWNC135 (05815-021) 7533470 Contract: MARKET	4	7593424	\$9,150.00	\$36,600.00
<a href="#">Lenovo Essential Service + YourDrive YourData + Premier Support - extended</a> Mfg. Part#: 5PS7A67623 Electronic distribution - NO MEDIA Contract: MARKET	4	6535796	\$2,450.00	\$9,800.00
<a href="#">LVO TS SR650 6346 8X16GB</a> Mfg. Part#: 7Z73USSQ00 Contract: Washington Lenovo NVP Computer Equipment MNWNC135 (05815-021)	2	7533473	\$11,600.00	\$23,200.00
<a href="#">Lenovo Essential Service + YourDrive YourData + Premier Support - extended</a> Mfg. Part#: 5PS7A67997 Electronic distribution - NO MEDIA Contract: MARKET	2	6647930	\$2,600.00	\$5,200.00

<b>SUBTOTAL</b>	\$74,800.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$6,582.40
<b>GRAND TOTAL</b>	<b>\$81,382.40</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

**Billing Address:**

WC ADMINISTRATIVE SERVICES  
 INFORMATION TEC  
 311 GRAND AVE STE 305  
 BELLINGHAM, WA 98225-4038  
**Phone:** (360) 778-5230

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**

WC ADMINISTRATIVE SERVICES  
 INFORMATION TECHNOLOGY  
 311 GRAND AVE STE 305  
 BELLINGHAM, WA 98225-4038

**Shipping Method:** DROP SHIP-GROUND

**Please remit payments to:**

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

**Sales Contact Info**

**Dan Ferner** | (866) 465-9919 | [danfern@cdw.com](mailto:danfern@cdw.com)

**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$74,800.00</b>	<b>\$2,005.39/Month</b>	<b>\$74,800.00</b>	<b>\$2,316.56/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

## Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

## General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

**Need Help?**

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[Support](#)



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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager



## State of WA Contract Due Diligence for Auditor Recording Server Purchase

CDW-G Quote # NNMN902

State of WA Lenovo NVP Computer Equipment

State of WA Master Contract # 05815-021 - Expires 10/31/2023

NASPO Master Contract # MNWNC-135

*P. Rice - 9/14/2023*

Summary Items Lenovo Servers	Part #	Lenovo MSRP	CDW Quote	NASPO Discount
4 x SR630 Lenovo Servers w/ 5-Yr Warranty	7Z71T61X00	\$75,624.08	\$46,400.00	
2 x SR650 Lenovo Servers w/ 5-Yr Warranty	7Z73USSQ00	\$63,358.04	\$28,400.00	
Subtotal		\$138,982.12	\$74,800.00	
Shipping			\$0.00	
Subtotal			\$74,800.00	
0.088		\$12,230.43	\$6,582.40	
Total		\$151,212.55	\$81,382.40	46%

**NASPO Minimum Discount = 36% for Lenovo Servers**

# Lenovo Data Center Solution Configurator Quote

Prepared for: Prepared by: chughes2 Quote #: Config ID:  
 Price Date: 13-Sep-23  
 Your final configuration may contain hardware, software, and services; therefore, accounting implications need to be taken into consideration. A bottom line price for the package/bundle should only be presented with accounting approval. Quote date: Quote Expiration Date: Solution ID:

Part number	Product Description	Qty	Price		Total Part Price	
			(per unit) US Dollar		(quantity x unit price) US Dollar	
Z771T61X00	AURS1 / AURSMENTIS2 / AURSTEST1 / AURSWEB1 : ThinkSystem SR630 V2-3yr Warranty	4	\$	1.00	\$	4.00
BNAQ	Enable selection of latest options and features where available. Previous versions are disabled. To be able to select th	4	\$	-		
BH9Q	ThinkSystem 1U 2.5" Chassis with 8 or 10 Bays	4	\$	819.00	\$	3,276.00
BFYE	Operating mode selection for: "Efficiency - Favoring Performance Mode"	4	\$	-		
BB30	Intel Xeon Gold 5317 12C 150W 3.0GHz Processor	4	\$	3,819.00	\$	15,276.00
B963	ThinkSystem 16GB TruDDR4 3200 MHz (2Rx8 1.2V) RDIMM	32	\$	149.00	\$	4,768.00
5977	Select Storage devices - no configured RAID required	4	\$	-		
BMFT	ThinkSystem RAID 540-8i PCIe Gen4 12Gb Adapter	4	\$	899.00	\$	3,596.00
B8N0	ThinkSystem 1U 8x2.5" SAS/SATA Backplane	4	\$	129.00	\$	516.00
B8P9	ThinkSystem M.2 NVMe 2-Bay RAID Enablement Kit	4	\$	529.00	\$	2,116.00
B8JR	ThinkSystem M.2 PM983 960GB NVMe PCIe 3.0 x4 Non-Hot Swap SSD	8	\$	379.00	\$	3,032.00
B8N2	ThinkSystem 1U PCIe Gen4 x16/x16 Riser 1	4	\$	79.00	\$	316.00
B8NC	ThinkSystem 1U LP+LP BF Riser Cage Riser 1	4	\$	19.00	\$	76.00
B5T4	ThinkSystem Broadcom 57454 10GBASE-T 4-port OCP Ethernet Adapter	4	\$	1,009.00	\$	4,036.00
BNFG	ThinkSystem 750W 230V/115V Platinum Hot-Swap Gen2 Power Supply v3	8	\$	259.00	\$	2,072.00
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	8	\$	15.00	\$	120.00
A1UPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	4	\$	19.00	\$	76.00
BH9M	ThinkSystem V3 1U Performance Fan Option Kit v2	24	\$	59.00	\$	1,416.00
B8LC	ThinkSystem Toolless Slide Rail Kit v2 with 1U CMA	4	\$	149.00	\$	596.00
B0MK	Enable TPM 2.0	4				
B7XZ	Disable IPMI-over-LAN	4		No charge		
B97M	ThinkSystem SR630 V2 MB	4	\$	2,819.00	\$	11,276.00
B0ML	Feature Enable TPM on MB	4	\$	-		
BHS7	UEFI Operating Modes Support	4				
BHSS	MI for PXE with RJ45 Network port	4	\$	-		
BK14	Low voltage (100V+)	4		No charge		
B8KV	ThinkSystem 1U 8x2.5" SAS/SATA HDD Type Label	4		No charge		
B8KY	ThinkSystem WW Lenovo LPK	4		No charge		
AUTO	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	4		No charge		
AWF9	ThinkSystem Response time Service Label LI	4		No charge		
B97G	SR630 V2 Service Label for LI	4		No charge		
B97K	ThinkSystem SR630 V2 Model Number Label	4		No charge		
B97B	XCC Label	4		No charge		
B8JV	ThinkSystem 750W Pt Power Rating Label WW	4		No charge		
B97J	ThinkSystem SR630 V2 Agency Label	4		No charge		
B8GY	M.2 Module Cable	4		No charge		
BMJC	ThinkSystem 8x2.5" BP and 6+4 x2.5" BP Power Cable v2	4		No charge		
BA2P	ThinkSystem 1U SFF RAID to Front 10x2.5" AnyBay Backplane SAS/SATA G4 Y Cable	4		No charge		
BE0E	N+N Redundancy With Over-Subscription	4		No charge		
B8NJ	ThinkSystem 1U MS Fan Dummy	8	\$	2.00	\$	16.00
B5X6	ThinkSystem 1U 2x2.5" Fixed Filler	4	\$	15.00	\$	60.00
A1UWG	Lenovo ThinkSystem 1U VGA Filler	4		No charge		
B8NB	ThinkSystem 1U MS LP Riser Filler	4	\$	15.00	\$	60.00
BEYJ	ThinkSystem MS Height CPU Dummy	4		No charge		
AURS	Lenovo ThinkSystem Memory Dummy	32		No charge		
B8NM	ThinkSystem 1U MS Air Duct	4	\$	15.00	\$	60.00
B8NK	ThinkSystem 1U Super Cap Holder Dummy	4	\$	9.00	\$	36.00
AVKJ	ThinkSystem 2x2 Quad Bay Gen4 2.5" HDD Filler	4		No charge		
AVEN	ThinkSystem 1x1 2.5" HDD Filler	16		No charge		
B955	ThinkSystem 4R ICX CPU HS Clip	4		No charge		
B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	4	\$	39.00	\$	156.00
B989	ThinkSystem V2 1U Package	4		No charge		
B984	ThinkSystem 1U PLV Top Cover Sponge	4	\$	15.00	\$	60.00
BH9R	10x2.5" Media Bay w/ Cable	4	\$	99.00	\$	396.00
BHJS	1U MB PSU Airduct for CPU>125W	4	\$	15.00	\$	60.00
B978	ThinkSystem SR630/SR850/SR860 V2 Standard Heatsink	4		No charge		
AVWK	ThinkSystem EIA Plate with Lenovo Logo	4		No charge		
A2HP	Configuration ID 01	4	\$	-		
5374CM1	Configuration Instruction	4	\$	0.01	\$	0.04
BMUX	ThinkSystem RAID 540-8i PCIe Gen4 12Gb Adapter Placement	4		No charge		
A2JX	Controller 01	4		No charge		
A2HP	Configuration ID 01	4	\$	-		
5PS7A67623	Premier Essential - 5Yr 24x7 4Hr Resp + YDYD SR630 V2	4	\$	5,099.00	\$	20,396.00
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	4	\$	0.01	\$	0.04
1341	Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S	4	\$	439.00	\$	1,756.00
3444	Registration only	4		No charge		
				<b>Total</b>	<b>\$</b>	<b>75,624.08</b>

## TERMS AND CONDITIONS:

### Lenovo Agreement for Machines

Unless there is an agreement in place between Lenovo and Customer, these terms and conditions, including associated warranty statements, license agreements, and any applicable attachments, are the sole and complete agreement between Customer and Lenovo regarding the Products or Services purchased here under. Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo.

### 1. Definitions

1.1 Machine means a server or storage hardware Product identified by a Machine Type as well as its features, conversions or upgrades. The term "Machine" does not include any Programs, whether pre-loaded with the Machine, installed subsequently, or otherwise.

1.2 Machine Code means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than the license agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code.

1.3 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, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.

1.4 Program means a software or Product licensed under a separate license agreement.

1.5 Service is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base which in some cases is available to Customer under a separate agreement.

### 2. Prices and Payment

2.1 Except for credit or debit card transactions, or if not paid in advance of shipment, payment is 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 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 from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. Delivery charges, if applicable, will be as specified in an invoice.

2.2 If Lenovo makes an error in pricing information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price, even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to Customer's credit or debit card account in the amount of the charge.

#### 4. 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 Inside Sales 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. Return may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. 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, will 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 or configuration.

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.

#### 5. Warranties

5.1 Lenovo personal computer hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo personal computer hardware Product or as found at [http://www.lenovo.com/services\\_warranty/US/en/index.html](http://www.lenovo.com/services_warranty/US/en/index.html) &char(10) Lenovo Machines are warranted in accordance with the Lenovo Statement of Limited Warranty accompanying each Lenovo Machine or as found at [http://www.lenovo.com/services\\_warranty/US/en/index.html](http://www.lenovo.com/services_warranty/US/en/index.html)

5.2 Programs are licensed under the terms of the license agreement accompanying the Program. The warranty, if any, on a Program is as specified in the license agreement.

5.3 LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.

#### 6. Title and Risk of Loss

6.1 Title to hardware Products shall pass to Customer upon shipment by Lenovo. Lenovo may reserve a purchase money security interest in a hardware Product until Lenovo receives payment of all the amounts due. Lenovo does not transfer title to Programs.

6.2 Lenovo bears the risk of loss for hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

#### 7. General

7.1 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, 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.

7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME DAMAGES, THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT EXCEPT FOR BODILY INJURY AND/ OR DAMAGE TO REAL PROPERTY OR PERSONAL PROPERTY. LENOVO SHALL NOT BE LIABLE FOR MORE THAN THE AMOUNT OF ACTUAL DIRECT DAMAGES.

7.3 Force Majeure. Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, 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 the reasonable control of Lenovo.

7.4 Product Changes. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.

7.5 Export. All Products purchased under this Agreement are only for use in the United States and are subject to the export regulations of the United States. Customer shall comply with United States export regulations.

7.6 Governing Law. This Agreement and all orders issued hereunder shall be governed by 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 Sales Agreement more than two years after the cause of action arose.

Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo. Confirmation of receipt of Customer's order shall not mean Lenovo has accepted Customer's order.



# Lenovo Data Center Solution Configurator Quote

Prepared for:

Prepared by: chughes2  
Price Date: 13-Sep-23

Quote #:  
Config ID:

Your final configuration may contain hardware, software, and services; therefore, accounting implications need to be taken into consideration. A bottom line price for the package/bundle should only be presented with accounting approval.

Quote date:

Quote Expiration Date:

Solution ID:

Part number	Product Description	Qty	Price		Total Part Price	
			(per unit) US Dollar		(quantity x unit price) US Dollar	
7Z73USSQ00	Auditor Recording System Database, SR650 : ThinkSystem SR650 V2-3yr Warranty	2	\$	1.00	\$	2.00
BNAQ	Enable selection of latest options and features where available. Previous versions are disabled. To be able to select th	2	\$	-		
BH8H	ThinkSystem 2U 2.5" Chassis with 8, 16 or 24 Bays	2	\$	1,039.00	\$	2,078.00
BFYE	Operating mode selection for: "Efficiency - Favoring Performance Mode"	2	\$	-		
BB2W	Intel Xeon Gold 6346 16C 205W 3.1GHz Processor	2	\$	8,769.00	\$	17,538.00
B963	ThinkSystem 16GB TruDDR4 3200 MHz (2Rx8 1.2V) RDIMM	16	\$	149.00	\$	2,384.00
5977	Select Storage devices - no configured RAID required	2	\$	-		
B1JP	ThinkSystem RAID 9350-16i 4GB Flash PCIe 12Gb Internal Adapter	2	\$	2,399.00	\$	4,798.00
BNW8	ThinkSystem 2.5" PM1655 800GB Mixed Use SAS 24Gb HS SSD	14	\$	679.00	\$	9,506.00
B8LU	ThinkSystem 2U 8x2.5" SAS/SATA Backplane	4	\$	119.00	\$	476.00
B8P9	ThinkSystem M.2 NVMe 2-Bay RAID Enablement Kit	2	\$	529.00	\$	1,058.00
B8JR	ThinkSystem M.2 PM983 960GB NVMe PCIe 3.0 x4 Non-Hot Swap SSD	4	\$	379.00	\$	1,516.00
B5T4	ThinkSystem Broadcom 57454 10GBASE-T 4-port OCP Ethernet Adapter	2	\$	1,009.00	\$	2,018.00
B8LQ	ThinkSystem 2U PCIe Gen4 x16/x16 Slot 1&2 Riser 1 or 2	2	\$	79.00	\$	158.00
BHTT	ThinkSystem V2 500W (230V/115V) Platinum Hot-Swap Power Supply v2	4	\$	239.00	\$	956.00
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	4	\$	15.00	\$	60.00
AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	2	\$	19.00	\$	38.00
BH8F	ThinkSystem 2U V3 Standard Fan Module	10	\$	39.00	\$	390.00
B91Y	ThinkSystem Toolless Slide Rail Kit v2 with 2U CMA	2	\$	149.00	\$	298.00
BMJ7	ThinkSystem 2U EIA Latch Standard (Left) v2	2	\$	39.00	\$	78.00
B0MK	Enable TPM 2.0	2				
B7XZ	Disable IPMI-over-LAN	2		No charge		
B97L	ThinkSystem SR650 V2 MB	2	\$	2,729.00	\$	5,458.00
B0ML	Feature Enable TPM on MB	2	\$	-		
BHS7	UEFI Operating Modes Support	2				
BHSS	MI for PXE with RJ45 Network port	2				
B97B	XCC Label	2	\$	-		
B97A	ThinkSystem SR650 V2 Service Label for LI	2		No charge		
AWF9	ThinkSystem Response time Service Label LI	2		No charge		
B97E	ThinkSystem SR650 V2 Model Number Label	2		No charge		
AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	2		No charge		
B8JW	ThinkSystem 500W RDN PSU Caution Label	2		No charge		
B8K0	ThinkSystem 2U MS 24x2.5" SATA/SAS HDD Type Label1	4		No charge		
B97C	ThinkSystem SR650 V2 Agency Label	2		No charge		
BJHR	680mm, SuperCap extend cable	2		No charge		
BMP2	ThinkSystem V3 2U Power Cable from MB to CFF / Exp v2	2		No charge		
BMJS	ThinkSystem 2U M.2 Cable v2	2		No charge		
BMPF	ThinkSystem V3 2U Power Cable from MB to Front 2.5" BP v2	4		No charge		
BSDX	SR650 V2 Cable, 240mm	2		No charge		
BACB	ThinkSystem V3 2U SAS/SATA Y Cable from CFF C0,C1/ C2,C3 to Front 8x2.5" BP	4		No charge		
BE0E	N+N Redundancy With Over-Subscription	2		No charge		
B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	2	\$	39.00	\$	78.00
B955	ThinkSystem 4R ICX CPU HS Clip	2		No charge		
AVWK	ThinkSystem EIA Plate with Lenovo Logo	2		No charge		
B986	ThinkSystem HV 2U WW General PKG BOM	2		No charge		
BEYJ	ThinkSystem MS Height CPU Dummy	2		No charge		
BHJN	2U MB PSU Airduct	2	\$	15.00	\$	30.00
AURS	Lenovo ThinkSystem Memory Dummy	16		No charge		
BCAX	MS 2FH Riser Filler	2	\$	19.00	\$	38.00
AVEN	ThinkSystem 1x1 2.5" HDD Filler	10		No charge		
AVEP	ThinkSystem 4x1 2.5" HDD Filler	2		No charge		
AVEQ	ThinkSystem 8x1 2.5" HDD Filler	2		No charge		
B8MP	ThinkSystem 2U MS Air Duct Filler(For 2U Gap)	2	\$	15.00	\$	30.00
BHWJ	ThinkSystem 2U MS 3FH Riser1 Cage v2	2	\$	39.00	\$	78.00
B8MM	ThinkSystem 2U MS 3FH Riser Filler	2	\$	9.00	\$	18.00
BJKZ	MCHP SuperCap ASCM-35F with Filler	2	\$	239.00	\$	478.00
B976	ThinkSystem SR650 V2 Standard Heatsink	2		No charge		
B8MT	ThinkSystem 2U MS Fan Dummy	2	\$	2.00	\$	4.00
BXGY	Right EIA with FIO assembly	2	\$	-		
BMJ8	ThinkSystem 2U EIA Latch with FIO (right) v2	2	\$	69.00	\$	138.00
BK14	Low voltage (100V+)	2		No charge		
B8KY	ThinkSystem WW Lenovo LPK	2		No charge		
BBAN	G4 x16/x16/E PCIe Riser B8LQ for Riser 1 Placement	2	\$	-		
A2HP	Configuration ID 01	2	\$	-		
5374CM1	Configuration Instruction	2		0.01	\$	0.02
BJHY	ThinkSystem RAID 9350-16i 4GB Flash PCIe 12Gb Internal Adapter Placement	2		No charge		
A2JX	Controller 01	2		No charge		
A2HP	Configuration ID 01	2	\$	-		
5PS7A67997	Premier Essential - 5Yr 24x7 4Hr Resp + YDYD SR650 V2	2	\$	6,389.00	\$	12,778.00
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	2	\$	0.01	\$	0.02
1341	Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S	2	\$	439.00	\$	878.00
3444	Registration only	2		No charge		
<b>Total</b>					<b>\$</b>	<b>63,358.04</b>

## TERMS AND CONDITIONS:

### Lenovo Agreement for Machines

Unless there is an agreement in place between Lenovo and Customer, these terms and conditions, including associated warranty statements, license agreements, and any applicable attachments, are the sole and complete agreement between Customer and Lenovo regarding the Products or Services purchased here under. Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo.

### 1. Definitions

1.1 Machine means a server or storage hardware Product identified by a Machine Type as well as its features, conversions or upgrades. The term "Machine" does not include any Programs, whether pre-loaded with the Machine, installed subsequently, or otherwise.

1.2 Machine Code means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than the license agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code.

1.3 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, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.

1.4 Program means a software or Product licensed under a separate license agreement.

1.5 Service is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base which in some cases is available to Customer under a separate agreement.

### 2. Prices and Payment

2.1 Except for credit or debit card transactions, or if not paid in advance of shipment, payment is 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 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 from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. Delivery charges, if applicable, will be as specified in an invoice.

2.2 If Lenovo makes an error in pricing information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price, even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to Customer's credit or debit card account in the amount of the charge.

#### 4. 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 Inside Sales 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. Return may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. 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, will 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 or configuration.

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.

#### 5. Warranties

5.1 Lenovo personal computer hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo personal computer hardware Product or as found at [http://www.lenovo.com/services\\_warranty/US/en/index.html](http://www.lenovo.com/services_warranty/US/en/index.html) & chart(10) Lenovo Machines are warranted in accordance with the Lenovo Statement of Limited Warranty accompanying each Lenovo Machine or as found at [http://www.lenovo.com/services\\_warranty/US/en/index.html](http://www.lenovo.com/services_warranty/US/en/index.html)

5.2 Programs are licensed under the terms of the license agreement accompanying the Program. The warranty, if any, on a Program is as specified in the license agreement.

5.3 LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.

#### 6. Title and Risk of Loss

6.1 Title to hardware Products shall pass to Customer upon shipment by Lenovo. Lenovo may reserve a purchase money security interest in a hardware Product until Lenovo receives payment of all the amounts due. Lenovo does not transfer title to Programs.

6.2 Lenovo bears the risk of loss for hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

#### 7. General

7.1 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, 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.

7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME DAMAGES, THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT. EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY OR PERSONAL PROPERTY, LENOVO SHALL NOT BE LIABLE FOR MORE THAN THE AMOUNT OF ACTUAL DIRECT DAMAGES.

7.3 Force Majeure. Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, 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 the reasonable control of Lenovo.

7.4 Product Changes. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.

7.5 Export. All Products purchased under this Agreement are only for use in the United States and are subject to the export regulations of the United States. Customer shall comply with United States export regulations.

7.6 Governing Law. This Agreement and all orders issued hereunder shall be governed by 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 Sales Agreement more than two years after the cause of action arose.

Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo. Confirmation of receipt of Customer's order shall not mean Lenovo has accepted Customer's order.

**AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-135**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Lenovo Global Technology (United States) Inc., 1009 Think Place, Morrisville, NC 27560 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-117, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

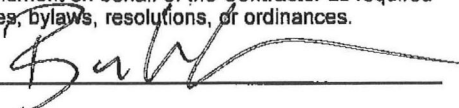
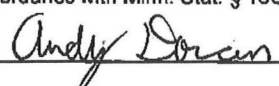
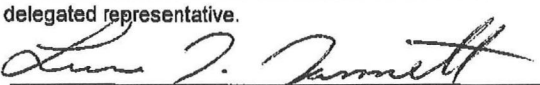
**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-135 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Servers and Storage, including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. LENOVO GLOBAL TECHNOLOGY, INC.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature</p> <p>Brad Turner Printed Name</p> <p>Title: North America Programs &amp; Proposals Manager</p> <p>Date: 3/14/17</p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: Acquisition Management Specialist</p> <p>Date: <u>3/16/17</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u></u> Date: <u>3/16/2017</u></p>
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**EXHIBIT B: Pricing Schedule**



**COMPUTER EQUIPMENT  
2014-2020  
Updated 04/01/2017**



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**1. BASELINE PRICE LIST: Lenovo Global Technology List Price Website** **LINK: [www.lenovo.com/listprice](http://www.lenovo.com/listprice)**  
 (For Corporate Models and standard SKUs, click on "List Price Links" for the price list. For Custom Models, click on "Products," select the product type and configure to your specifications.)

<b>2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>	<b>CATEGORY</b>	<b>MINIMUM DISCOUNT</b>
BAND 4 SERVER	4M	36%
BAND 5 STORAGE	5M	36%
<b>CATEGORY EXCEPTION: Visuals</b>	V	13%
<b>CATEGORY EXCEPTION: Accessories</b>	A	21%
<b>CATEGORY EXCEPTION: Warranties</b>	W	21%
<b>CATEGORY EXCEPTION: TopSeller Models</b>	TSM	3%

**IMPORTANT:** The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

**3. THIRD PARTY PRODUCTS - NONE PROVIDED BY THE CONTRACT VENDOR**

**4. SERVICES – 21%**  
 Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information: [http://download.lenovo.com/ibmdl/pub/pc/pccbbs/thinkcentre\\_pdf/1505-0010-02\\_en.pdf](http://download.lenovo.com/ibmdl/pub/pc/pccbbs/thinkcentre_pdf/1505-0010-02_en.pdf)

Request Quote for custom bid services including: Image consulting, Installation, general consulting, training, staging/deployment.

**5. LEASING**  
 Participating Addendum may identify if and how leasing agreement terms will be conducted.

**6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.**  
**NASPO VP Lenovo Cumulative Pricing Discount:**  
 Revenue goals have been set for each year. Once the revenue goal is met the cumulative pricing discount takes effect. Lenovo will revert back to original discounts at the beginning of each new calendar year.

<b>REVENUE GOAL</b>	<b>ADDITIONAL DISCOUNT</b>
2017 \$10M	0.5% additional discount (excluding Topseller models)
2018 \$20M	1% additional discount (excluding Topseller models)
2019 \$30M	1.5% additional discount (excluding Topseller models)

## INSURANCE TERMS ON 2015 MNWN COMPUTER EQUIPMENT

### WSCA TERMS

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

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

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

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

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

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

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

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Lenovo Global Technology (United States), Inc. Date 3/14/17

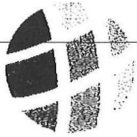
Authorized Signature: Melissa Freeman Telephone number: 919-294-0609

Printed Name: Melissa Freeman Title: Contract Administrator

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: http://mn.gov/mdhr/ TC Metro: 651-539-1095 Toll Free: 800-657-3704
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283



Minnesota Department of  
**HUMAN RIGHTS**

December 31, 2014

LENOVO CORPORATION ROCHESTER MN  
ATTN: Saddle Gillespie  
1009 THINK PLACE  
MORRISVILLE, NC 27560

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

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

Also enclosed is an Annual Report form packet, which includes:

- A sample annual report;
- Affirmative Action Plan Progress Report spreadsheet;
- the Affirmative Action Progress Report narrative

The Annual Report form packet must be completed and submitted annually during the certification period whether a state contract has been awarded to you or not. The MDHR website ([mn.gov/mdhr](http://mn.gov/mdhr)) has the complete packet in an excel version. **This packet must be submitted together or it will be rejected. You must submit reports as required and promptly notify us of any address or status changes.**

If you have any questions, please contact Compliance Services at 651-539-1095 or [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us).

Sincerely,

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

Kevin M. Lindsey, Commissioner  
Minnesota Department of Human Rights

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

AN EQUAL OPPORTUNITY EMPLOYER



## **CERTIFICATE OF COMPLIANCE**

**LENOVO CORPORATION ROCHESTER MN is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/31/2014 to 12/30/2018.**

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

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

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

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER



ACQUISITION MANAGEMENT SPECIALIST: **Andy Doran**

COMMODITY/SERVICE: **Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services)**

CONTRACT TYPE: Ext  Amend  #1  New  Assign

CONTRACT PERIOD: **April 1, 2015 through March 31, 2020**

VENDOR:  
Melissa Freeman  
Lenovo Global Technology (United States) Inc.  
1009 Think Place  
Morrisville, NC 27560

PHONE: **919.294.0609**

DATE SENT TO VENDOR: March 6, 2017

REQUESTED RETURN: March 15, 2017

INSURANCE REQUIRED: Y

INSURANCE COMPLETED: request sent 3/8/17

General  Equipment  Special  Other

HUMAN RIGHTS/AFFIRMATIVE ACTION CERTIFICATION REQUIRED:  YES  NO request sent 3/8/17

If yes, verified that certificate is on file and current at DHR?  YES

If no certificate required, reason not required:  < 40 employees in MN  <\$100,000 total value of contract

INCOMPLETE: DATE RETURNED TO VENDOR:

REASONS:  
[Reasons]

COMPLETE: DATE RECEIVED FROM VENDOR:

\*\*\*\*\*  
DATE FOLLOW-UP LETTER SENT: DATE CANCELLATION LETTER SENT:

\*\*\*\*\*

DATE SENT TO AMS: DATE SIGNED:

\*\*\*\*\*

EXECUTED COPY SENT TO VENDOR:

\*\*\*\*\*  
Keywords/cross references:

Search Lenovo Central

Find People (Name / Title / Email / Phone)

Lenovo Central » Ethics & compliance » Corporate policies » Corporate Policy #10 - Delegation of Authority



**Ethics & Compliance**

- Code of conduct
- Corporate policies
- Legal Team

Leadership for Ethics & Compliance

**Related links**

- Security
- Internal audit
- Global Legal Online

## CORPORATE POLICY #10 - DELEGATION OF AUTHORITY

### Corporate Policy 10

Version: May 23, 2013

Delegation of Authority

Effective: August 6, 2006

Revised: March 19, 2007, November 1, 2007 and May 23, 2013

The board of directors (the "**Board**") of Lenovo Group Limited (the "**Company**") wishes to promote effective management of the Company by delegating to senior executives of organizations appropriate authority and responsibility for their operations.

The responsibility to oversee the management of the Company and its business is retained by the Board.. The principal method of delineating and describing the scope of these responsibilities and authorities is to reserve selected powers or authorities to the Board.

Powers not reserved to the Board are considered to be delegated to the Chief Executive Officer, who shall have the authority to sub-delegate those powers as set forth herein.

The Company's subsidiaries should only enter into agreements which bind that individual subsidiary and not the Company or any of the Company's other subsidiaries.

This policy shall be reviewed annually (or such other period as designated by the Board) to ensure that it remains appropriate to the needs of the Company.

#### 1. Powers Reserved to the Board of Directors

The following are powers reserved to the Board, which are required for corporate governance or by law.

Administering corporate governance as required by the Hong Kong stock exchange;

- Declaring or making recommendation to declare any dividend on the equity securities of the Company;
- Appointing external auditors and/or changing the Company's external auditors to conduct the primary financial audits of the Company;
- Establishing retirement plans for the benefit of the employees of the Company or any of its subsidiaries or making material changes to the terms of such plans;
- Approving material accounting policy, standards, reporting and release of financial information;
- Establishing executive compensation plans and policies;
- Issuing bonds or similar publicly traded debt instruments binding on the Company;
- Issuing shares or any forms of securities in the Company (other than issuance of shares pursuant to any previously approved scheme or document);
- Creating any share repurchase program;
- Approving any proposal to shareholders to wind down the Company or making a declaration of bankruptcy or insolvency of the Company or any of its subsidiaries;
- Establishing a bonus, profit sharing, share option or other incentive scheme other than those used

to the Chief Executive Officer or any senior executive of the Company who directly reports to the Chief Executive Officer;

- Approving or amending the Company's annual operating budget;
- Approving any proposal to shareholders to amend or waive any provision of the Articles of Association of the Company;
- Establishing any investment, acquisition, financing or other transaction requiring approval of the Board, pursuant to (i) the Company's Articles of Association, (ii) previously adopted resolutions of the Board, or (iii) any applicable law, rule or regulation;
- Forming material transaction that the Chief Executive Officer in his or her judgment determines to be extraordinary or outside the ordinary course of the Company's business; and/or
- Establishing a material change to the business of the Company.

## **2. Transactions Requiring Board Approval**

The following transactions shall report back to the Board and require the prior review and approval of the Board:

1.1 Binding the Company to sell, transfer, lease, license or otherwise dispose of substantial tangible or intangible property assets of the Company or its subsidiaries having a net book value exceeding \$25M USD net asset value individually, or in excess of \$50M USD net asset value in the aggregate per fiscal year, outside the ordinary course of its or their business (e.g. other than of selling products to customers and resellers);

1.2 Purchasing the equity securities or assets of, or other ownership interest in, any party (other than a wholly-owned, direct or indirect subsidiary of the Company) for an aggregate consideration in excess of \$50M USD;

1.3 Creation of any investment, acquisition, financing or other transaction with any director or senior executive officer of the Company or any such officer's or director's immediate family members or any companies or entities by which any such officer or director owns at least 5%;

1.4 Incurring a lease obligation involving payments in excess of \$20M USD per year and total lease payments over the life of the lease in excess of \$50M USD;

1.5 Entering into any transaction that requires public announcement or constitutes a notifiable transaction or a discloseable connected transaction under Hong Kong Stock Exchange listing rules;

1.6 Borrowing or raising of money from banks or financial institutions exceeding \$75M USD and/or for a term of more than 5 years or guaranteeing or indemnifying the obligations of the Company's subsidiaries (other than wholly-owned, direct or indirect subsidiaries of the Company) under any financial or commercial transaction for a liability exceeding \$100M USD for each guarantee or indemnity; and/or

1.7 Purchasing any real property or entering into any transaction that would have the effect of a real property purchase for a consideration in excess of \$10M USD.

## **3. Authorization and Delegation to the Chief Executive Officer:**

Subject to the limitations set forth in Sections 1 and 2 above, the Board authorizes and directs the Chief Executive Officer of the Company, in the name of and on behalf of the Company, to do, perform and authorize such acts, approve any transaction or series of transactions and execute any documents (if required under the Common Seal of the Company and countersigned by another director of the Company), as he or she thinks fit and appropriate, in order to manage, conduct and advance the business of the Company in the ordinary course. The Chief Executive Officer is further authorized to delegate (including the authority to re-delegate) any authority granted herein to any officer or employee of the Company and/or any of its subsidiaries. Such delegations are required to be formally documented.

## **4. Delegation of Signature Authority to Certain Employees of the Company**

The Board recognizes that certain employees of the Company should be empowered to execute and deliver, in the name of and on behalf of the Company, any contract or other document or instrument necessary or appropriate in the ordinary course of the Company's business in the functional area in which they are employed, including but not limited to, bid documents for the sale of the Company's products and services to governments and agencies, purchase orders, procurement agreements, sale agreements and the like. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, and any additional formal corporate policies adopted by the Company, the Board delegates the authority to execute and deliver, in the name of and on behalf of the Company, any such contract or other document or instrument to each of the persons, holding any of the following

President & Chief Executive Officer

Chief Procurement Officer

Executive Director

Chief Financial Officer

Account Representative

Treasurer

Sales Representative

Controller

Sales Specialist

Senior Vice President

Company Secretary

Vice President

Client Representative

Buyer

Procurement Commodity Chair

Positions that include the titles or functions of: Counsel; Attorney, Director; Executive; Manager or Contracts & Negotiations.

**5. Specific Power of Attorney Regarding Procurement of Goods & Services**

The Board recognizes that certain employees of the Company's subsidiaries should be empowered to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any contract or other document, including purchase orders and procurement agreements and the like, for the procurement of goods and services for the Company's internal use (as opposed to for incorporation directly into the Company's products), including global logistics needs, in the ordinary course of the Company's business. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, the Board will pass a resolution granting a specific power of attorney to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any such procurement contract or other similar document to each of the persons holding any of the following positions, titles or functions within the Global Supply Chain and/or Procurement function in any of the Company's subsidiaries jointly and severally:

Chief Procurement Officer

Buyer

Procurement Commodity Chair

Executive Director

Manager

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Bold Workout

Business Scorecard

Employee Purchase Program EPP

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Expense Claims

Facilities Management

Global Services

Global Supply Chain

HROA

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Intranet Strategy

Market Intelligence

Organizational efficiency

Project Task Tracking

Quality & Environmental Management System

Records Management System

Security

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# Whatcom County

COUNTY COURTHOUSE  
311 Grand Avenue, Ste #105  
Bellingham, WA 98225-4038  
(360) 778-5010

## Agenda Bill Master Report

File Number: AB2023-077

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<b>File ID:</b>	AB2023-077	<b>Version:</b>	1	<b>Status:</b>	Adopted
<b>File Created:</b>	01/13/2023	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	02/07/2023
<b>Agenda Date:</b>	02/07/2023			<b>Enactment #:</b>	ORD 2023-001

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Primary Contact Email: Tschroed@co.whatcom.wa.us

**TITLE FOR AGENDA ITEM:**

Ordinance amending the Whatcom County Budget, request no. 2, in the amount of \$6,395,173

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attached

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
01/24/2023	Council	INTRODUCED	Council Finance and Administrative Services Committee
		Aye: 7 Nay: 0 Absent: 0	Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner
02/07/2023	Council Finance and Administrative Services Committee	RECOMMENDED FOR ADOPTION	
		Aye: 3 Nay: 0 Absent: 0	Donovan, Frazey, and Kershner
02/07/2023	Council	ADOPTED	
		Aye: 7 Nay: 0 Absent: 0	Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

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**Attachments:** Agenda Bill Master Report, Ordinance, Summary, Supplemental Requests

PROPOSED BY: Executive  
INTRODUCTION DATE: 1/24/23

**ORDINANCE NO. 2023-001**  
**AMENDMENT NO. 2 OF THE 2023 BUDGET**

**WHEREAS**, the 2023-2024 budget was adopted November 07, 2022; and,

**WHEREAS**, changing circumstances require modifications to the approved 2023-2024 budget; and,

**WHEREAS**, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the 2023-2024 Whatcom County Budget Ordinance #2022-070 is hereby amended by adding the following additional amounts to the 2023 budget included therein:

Fund	Expenditures	Revenues	Net Effect
<b>General Fund</b>			
Health	546,087	(496,618)	49,469
Non-Departmental	652,500	(565,000)	87,500
<b>Total General Fund</b>	<b>1,198,587</b>	<b>(1,061,618)</b>	<b>136,969</b>
<b>Veterans Relief Fund</b>	<b>102,467</b>	-	<b>102,467</b>
<b>Behavioral Health Program Fund</b>	<b>1,936,000</b>	<b>(1,626,000)</b>	<b>310,000</b>
<b>Countywide Emergency Medical Fund</b>	<b>138,360</b>	<b>(113,360)</b>	<b>25,000</b>
<b>Solid Waste Fund</b>	<b>72,259</b>	-	<b>72,259</b>
<b>Auditor's O&amp;M Fund</b>	<b>100,000</b>	-	<b>100,000</b>
<b>Emergency Management Fund</b>	<b>2,806,000</b>	<b>(2,806,000)</b>	-
<b>Administrative Services</b>	<b>41,500</b>	-	<b>41,500</b>
<b>Total Supplemental</b>	<b>6,395,173</b>	<b>(5,606,978)</b>	<b>788,195</b>

**BE IT FURTHER ORDAINED** by the Whatcom County Council that Exhibit C – Position Control Changes in the 2023-2024 Budget Ordinance should also be amended to provide for the following FTE changes in Health:

- Add 1 FTE Program Specialist (Youth Prevention Specialist)
- Add 1 FTE Community Health Specialist II (Veteran Specialist)
- Add 1 FTE Public Health Educator (Environmental)

**ADOPTED** this 7th day of February, 2023.

ATTEST:

  
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Approved by C. Quinn/B Bennett  
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

  
Barry Buchanan, Chair of Council

Approved      ( ) Denied

 FOR SS  
Satpal Sidhu, County Executive

Date: 2-8-23



# Supplemental Budget Request

Status: Pending

## Administrative Services

## Information Technology

Suppl ID # 3833    Fund 166    Cost Center 16600    Originator: P. Rice on Behalf of Auditor

Expenditure Type: One-Time    Year ~~2022~~ <sup>2023</sup>    Add'l FTE     Add'l Space     Priority 1

Name of Request: Lifecycle Replacement - Auditor Recording Servers

<b>X</b>		 12/13/22
	Department Head Signature (Required on Hard Copy Submission)	Date

Costs:	Object	Object Description	Amount Requested
	7420	Computer-Capital Outlays	\$100,000
	<b>Request Total</b>		<b>\$100,000</b>

**1a. Description of request:**

Perform a lifecycle replacement of the Helion Auditor Recording System servers. This includes:

- Application Server
- Test Application Server
- File Server with large storage requirements for images
- Database Server with a new Microsoft SQL Server license
- Mentis AI Redaction and Indexing Server
- Web Server with citizen facing on line Digital Research Room and on line Marriage Licens

Key integrations with eRecording, Assessor Treasurer System and Silent Cube Archiving System would need to be re-established.

**1b. Primary customers:**

- Auditor's Office
- Citizen's using the Online Digital Research Room application
- Citizen's using the Online Marriage License application
- Title companies performing eRecording

**2. Problem to be solved:**

The new Helion Auditor Recording System went into production in 2016 using re-purposed servers predominantly purchased in 2013. The servers are 9-years old (end-of-life) in 2022 and need to be replaced to keep the system fully operational. The Helion system is used to record, index and publish upwards to 50,000 new documents per year. In addition to the age of the servers, the Auditor's Office is actively working on projects to scan and add millions of historic documents to the system and the current servers are out of storage space.

Council approved \$90,000 in funding for this project from the Auditor's O&M Fund in Ordinance 2022-059 amending the 2022 Whatcom County Budget, request no. 12 (9/13/2022). Information Technology's workload and staffing was such that it was not able to work on this project in 2022. This request is to re-appropriate \$90,000 that was not spent in 2022 and to add an additional \$10,000 from the Auditor's O&M Fund due to inflation for a total of \$100,000 to accomplish the project in early 2023.

**3a. Options / Advantages:**

The primary option considered is to further delay the lifecycle replacement of the Auditor Recording System beyond 9-years. Ideally these servers should be replaced on a 5-year lifecycle. It is not a prudent option to extend the lifecycle replacement of this system beyond 9-years. Components of the system would fail on a regular basis causing major disruption in the operations of the Auditor's Office.

## Supplemental Budget Request

Status: Pending

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### Administrative Services

### Information Technology

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Suppl ID # 3833

**Fund** 166

**Cost Center** 16600

**Originator:** P. Rice on Behalf of Auditor

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**3b. Cost savings:**

Replacing this equipment before it is beyond end-of-life will contain annual operating cost increases and minimize operational disruptions to the Auditor's Office.

**4a. Outcomes:**

The lifecycle replacement of the Auditor's Recording System servers will be worked on and completed in early 2023.

**4b. Measures:**

The Helion Auditor Recording System will be fully operational on new servers.

**5a. Other Departments/Agencies:**

In order to complete the lifecycle refresh of the servers, there would be an outage impacting the Auditor's Office use of the system.

**5b. Name the person in charge of implementation and what they are responsible for:**

County IT would work closely with staff in the Auditor's Office and our vendor (Helion) for a successful implementation.

**6. Funding Source:**

Auditor O&M Fund

**AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-135**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its Commissioner of Administration (“State”), and Lenovo Global Technology (United States) Inc., 1009 Think Place, Morrisville, NC 27560 (“Contractor” or “Contract Vendor”).

**WHEREAS**, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-135, April 1, 2015, through July 31, 2023 (“Contract”), to provide Computer Equipment, Peripherals & Related Services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-135 is extended through October 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p><b>1. Lenovo Global Technology (United States) Inc.</b> The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>DocuSigned by: By: <u>Eric Platz</u> F3133DEA6FEA420... Eric Platz Printed Name</p> <p>Title: <u>US Public Sector, ISG Sales Leader</u></p> <p>Date: <u>6/22/2023</u></p> <p>By: _____ Signature</p> <p>Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>2. Office of State Procurement</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>DocuSigned by: By: <u>Elizabeth Randa</u> 742DE739C8ED492...</p> <p>Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>6/22/2023</u></p> <p><b>3. Commissioner of Administration</b> Or delegated representative.</p> <p>DocuSigned by: By: <u>Andy Doran</u> 68D02A26D7604BA... 6/22/2023</p> <p>Date: _____</p>
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