



**FULLY EXECUTED - CHANGE 4**  
Contract Number: 4400025328  
Original Contract Effective Date: 06/14/2022  
Contract Change Date: 11/21/2023  
Valid From: 09/15/2022 To: 09/14/2024

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Hosler Valarie  
Phone: 717-703-2945  
Fax: 717-346-3820

Your SAP Vendor Number with us: 154433

**Supplier Name/Address:**  
PIERSON COMPUTING CONNECTION INC  
PIERSON CONSULTING COMPANY INC  
P.O. Box 206  
NEW KINGSTOWN PA 17072-0206 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 717-796-0493  
Supplier Fax Number: 717-796-0692

**Contract Name:**  
Modular Servers and Related Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Low End Server ( LENOVO)	0.000	Each	0.00	1	0.00
2	High End Server ( LENOVO)	0.000	Each	0.00	1	0.00
3	Options/ Upgrades	0.000	Each	0.00	1	0.00
4	Accessibility Needs	0.000	Each	0.00	1	0.00
5	Services	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



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**Supplier Name:**  
PIERSON COMPUTING CONNECTION INC

**Header Text**

This Contract is to procure (LENOVO) Enterprise Modular Server Products and Related Services from Pierson Computing Connection, Inc and is a result of RFP 6100051403 Enterprise Modular Servers. This contract has been designated as a Secondary Contract.

The Commodity Specialist for this contract is Char Riley- chariley@pa.gov

7.25.23 - Contract has been renewed for one (1) year. 3 - Three (3) year renewals remain. ccr

11.21.2023 - Commodity Specialist changed to Valarie Hosler at vhosler@pa.gov. vsh

No further information for this Contract

**Information:**



All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 154433

**Supplier Name/Address:**

PIERSON COMPUTING CONNECTION INC  
PIERSON CONSULTING COMPANY INC  
P.O. Box 206  
NEW KINGSTOWN PA 17072-0206 US

Supplier Phone Number: 717-796-0493

Supplier Fax Number: 717-796-0692

**Contract Name:**

Modular Servers and Related Services

**FULLY EXECUTED - CHANGE 2 - REPRINT**

Contract Number: 4400025328

Original Contract Effective Date: 06/14/2022

Contract Change Date: 07/25/2023

Valid From: 09/15/2023 To: 09/14/2024

**Purchasing Agent**

Name: Riley Char

Phone: 717-346-4868

Fax: 717-783-6241

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Low End Server ( LENOVO)	0.000	Each	0.00	1	0.00
-----						
*** Validity Period Changed ***						
2	High End Server ( LENOVO)	0.000	Each	0.00	1	0.00
-----						
*** Validity Period Changed ***						
3	Options/ Upgrades	0.000	Each	0.00	1	0.00
-----						
*** Validity Period Changed ***						
4	Accessibility Needs	0.000	Each	0.00	1	0.00
-----						

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 2 - REPRINT**

Contract Number: 4400025328

Original Contract Effective Date: 06/14/2022

Contract Change Date: 07/25/2023

Valid From: 09/15/2023 To: 09/14/2024

**Supplier Name:**

PIERSON COMPUTING CONNECTION INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	*** Validity Period Changed ***					
5	Services	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

This Contract is to procure (LENOVO) Enterprise Modular Server Products and Related Services from Pierson Computing Connection, Inc and is a result of RFP 6100051403 Enterprise Modular Servers. This contract has been designated as a Secondary Contract.

The Commodity Specialist for this contract is Char Riley- [chariley@pa.gov](mailto:chariley@pa.gov)

No further information for this Contract

**Information:**



July 25, 2023

PIERSON COMPUTING CONNECTION, INC  
10 Long Lane, Suite 100  
Mechanicsburg, PA 17072  
Debra Pierson  
[deb@pierson.it](mailto:deb@pierson.it)

**SUBJECT:** Renewal of contract 4400025328  
Title: Modular Servers and Related Services  
Term of Extension: September 15, 2023 through September 14, 2024  
Extension Security Required? YES  NO

Dear Ms. Pierson

The Department of General Services, Bureau of Procurement is looking to extend the existing contract for one (1) year with three year additional renewals and under the current terms and conditions.

Thank you for your immediate response and consideration. Please complete and return this letter to me either via email at [chariley@pa.gov](mailto:chariley@pa.gov) prior to the close of business, Thursday, July 27, 2023.

If you have any questions, please contact Char C. Riley at e-mail to [chariley@pa.gov](mailto:chariley@pa.gov).  
Thank you.

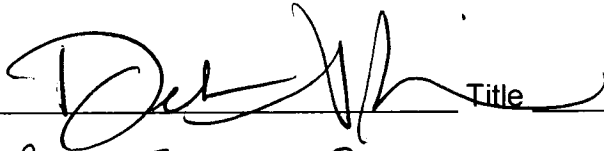
Sincerely,

A handwritten signature in cursive script that reads "Char C. Riley".

IT Commodity Specialist  
Department of General Services | Bureau of Procurement  
555 Walnut Street, 6<sup>th</sup> Floor Forum Place Harrisburg, PA 17101

I agree to the extension of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes  No

Signature  Title \_\_\_\_\_

Date July 25, 2023

(Person signing this renewal agreement must have the power to bind their company by their signature.)



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All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Hosler Raeden  
Phone: 717-787-4103  
Fax:

Your SAP Vendor Number with us: 154433

**Supplier Name/Address:**  
PIERSON COMPUTING CONNECTION INC  
PIERSON CONSULTING COMPANY INC  
P.O. Box 206  
NEW KINGSTOWN PA 17072-0206 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 717-796-0493

Supplier Fax Number: 717-796-0692

**Contract Name:**  
Modular Servers and Related Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

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5	Services	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400025328  
Original Contract Effective Date: 06/14/2022  
Valid From: 09/15/2022 To: 09/14/2023

**Supplier Name:**  
PIERSON COMPUTING CONNECTION INC

**Header Text**

This Contract is to procure ( LENOVO) Enterprise Modular Server Products and Related Services from Pierson Computing Connection, Inc and is a result of RFP 6100051403 Enterprise Modular Servers. This contract has been designated as a Secondary Contract.

The Commodity Specialist for this contract is Raeden Hosler- rhosler@pa.gov

No further information for this Contract

**Information:**





**FULLY EXECUTED**

Contract Number: 4400025328

Original Contract Effective Date: 06/14/2022

Valid From: 09/15/2022 To: 09/14/2023

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Jaime Raymond

Phone: 717-346-3827

Fax: 717-783-6241

Your SAP Vendor Number with us: 154433

**Supplier Name/Address:**

PIERSON COMPUTING CONNECTION INC  
PIERSON CONSULTING COMPANY INC  
P.O. Box 206  
NEW KINGSTOWN PA 17072-0206 US

Supplier Phone Number: 717-796-0493

Supplier Fax Number: 717-796-0692

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

Modular Servers and Related Services

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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5	Services	0.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED**  
Contract Number: 4400025328  
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**Supplier Name:**  
PIERSON COMPUTING CONNECTION INC

**Header Text**

This Contract is to procure ( LENOVO) Enterprise Modular Server Products and Related Services from Pierson Computing Connection, Inc and is a result of RFP 6100051403 Enterprise Modular Servers. This contract has been designated as a Secondary Contract.

The Commodity Specialist for this contract is Raymond A. Jaime. email- rjaime@pa.gov

No further information for this Contract

**Information:**

**CONTRACT 4400025328**  
**FOR**  
**Enterprise Modular Servers**

**THIS CONTRACT** for the provision of Enterprise Modular Servers ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and Pierson Computing Connection, Inc ("**Contractor**").

**WHEREAS**, DGS issued a Request for Proposals for the Provision of Enterprise Modular Servers for Commonwealth executive agencies, RFP No. 6100051403 ("RFP");

**WHEREAS**, Contractor submitted a proposal in response to the RFP;

**WHEREAS**, Contractor's proposal was selected for the Best and Final Offer ("**BAFO**") phase of the RFP process;

**WHEREAS**, in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal;

**WHEREAS**, DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

**WHEREAS** DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Enterprise Modular Servers to the Commonwealth as a **Secondary Contract (OEM-LENOVO)**.

**NOW THEREFORE**, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Enterprise Modular Servers** as more fully defined in the RFP, to the Commonwealth.
2. Commonwealth executive agencies shall procure their requirements for **Enterprise Modular Servers** in accordance with the terms and conditions of this **Secondary Contract (OEM-LENOVO)**.
3. Contractor agrees to provide the **Enterprise Modular Servers** listed in its BAFO Cost Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B.
4. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Contract document contained herein.

- b. The Standard Contract Terms and Conditions for IT Supplies and Related Services contained in the RFP, which is attached hereto as Exhibit A and made part of this Contract.
- c. The Contractor's BAFO Cost Submittal, which is attached hereto as Exhibit B and made a part of this Contract.
- d. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit C and made a part of this Contract.
- e. The Contractor's Technical Submittal, which is attached hereto as Exhibit D and made a part of this Contract.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:

CONTRACTOR:

By: Jeffrey Piecson  
(Assistant) Secretary

By: Debra A Piecson  
(Vice) President

Jeffrey Piecson, Jan 3, 2022  
Printed Name/Date

Debra A Piecson Dec 28, 2021  
Printed Name/Date

154433  
SAP Vendor Number

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES

By: To be obtained electronically  
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically  
Office of Chief Counsel Date

To be obtained electronically  
Office of General Counsel Date

To be obtained electronically  
Office of Attorney General Date

APPROVED:

To be obtained electronically  
Comptroller Date

**0. TERM OF CONTRACT**

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or (b) the “Valid from” date printed on the Contract, whichever is later.

**1. EXTENSION OF CONTRACT TERM**

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

**2. COMMENCEMENT OF PERFORMANCE**

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

- (i) the Effective Date has occurred; and
- (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

**3. ELECTRONIC SIGNATURES**

(a) The Contract and/or Purchase Order may be electronically signed by the Commonwealth.

- (i) Contract. “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.

- (ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
  - (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
  - (ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
  - (iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **4. DEFINITIONS**

As used in this Contract, these words shall have the following meanings:

- (a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency “.
- (b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days: Unless specifically indicated otherwise, days mean calendar days.

## Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (d) **Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (e) **Documentation:** All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) **Expiration Date:** The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (g) **Services:** All Contractor activity necessary to satisfy the Contract.
- (h) **Statement of Work:** A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.
- (i) **Supplies:** All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

### **5. PURCHASE ORDERS**

- (a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (c) Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.



**6. INDEPENDENT PRIME CONTRACTOR**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**7. SUBCONTRACTS**

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of Section 22(c). The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

**8. OTHER CONTRACTORS**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

**9. DELIVERY**

(a) Supplies Delivery: All Supplies shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

Unless otherwise stated in this Contract, delivery must be made within 30 days after the Effective Date.

- (b) Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## 10. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- (a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (b) Supply published manufacturer product Documentation.
- (c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (d) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (e) Provide customer references.
- (f) Provide a product demonstration at a location near Harrisburg or the using agency location.

## 11. ACCEPTANCE

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies which are discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within 30 days after notification. Rejected Supplies left longer than 30 days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become

due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

**12. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within 30 days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

**13. ESTIMATED QUANTITIES**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

**14. MANUFACTURER'S PRICE REDUCTION**

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

**15. SPECIAL REQUIREMENTS**

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

**16. WARRANTIES**

- (a) The Contractor warrants that all Supplies furnished, and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

**17. COMPENSATION**

- (a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

## **18. BILLING REQUIREMENTS**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and “Remit to” address, including SAP Vendor number;
- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

## **19. PAYMENT**

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) 30 days after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is

not specified in the Contract (a “proper “ invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- (c) The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - (i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
  - (ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
  - (iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

**20. TAXES**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

**21. CONFIDENTIALITY**

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to subsection (c) of Section 27, DEFAULT, in addition to other remedies available to the non-breaching party.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
  - (i) Prepare an un-redacted version of the appropriate document, and
  - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
  - (iii) Prepare a signed written statement that states:
    - (i) the attached document contains confidential or proprietary information or trade secrets;
    - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
    - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.



- (iv) Submit the two documents along with the signed written statement to the Commonwealth.

**22. SENSITIVE INFORMATION**

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

**23. DATA BREACH OR LOSS**

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:
- (c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
- (d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

- (e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- (f) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this Section 24 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

**24. COMMONWEALTH HELD HARMLESS**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

**25. LIMITATION OF LIABILITY**

- (a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of \$250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) gross negligence or intentional or willful misconduct;
  - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

- (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.
- (vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.
- (b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

## **26. DEFAULT**

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
  - (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;
  - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (v) Improper delivery;
  - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective item;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of work without approval;
  - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- (xi) Insolvency or bankruptcy;
  - (xii) Assignment made for the benefit of creditors;
  - (xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
  - (xv) Breach of any provision of the Contract;
  - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
  - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 29, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

**27. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

**28. TERMINATION PROVISIONS**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor 30 days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination to be in the best interest of the Commonwealth. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 29, Contract Controversies, of this Contract.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- (c) **TERMINATION FOR CAUSE:** The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

- (i) Subject to Section 25, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a).

## **29. CONTRACT CONTROVERSIES**

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **30. ASSIGNABILITY AND SUBCONTRACTING**

- (a) Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.



- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

**31. AUDIT PROVISIONS**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

**32. ASSIGNMENT OF ANTITRUST CLAIMS**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

**33. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION**

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor,

and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-10—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

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- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;
  - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
  - (iii) use of the product, service, or deliverable in other than its specified operating environment;
  - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
  - (v) infringement of a non-Contractor product alone;
  - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

#### **34. OWNERSHIP RIGHTS**

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

### 35. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [Pennsylvania Human Relations Act \(PHRA\)](#) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract..
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the [Public Employee Relations Act](#), [Pennsylvania Labor Relations Act](#) or [National Labor Relations Act](#), as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in

violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **36. CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:

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- (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “*Financial Interest*” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
  - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

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- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency



and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the [Lobbying Disclosure Act](#) (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section [1641](#) of the [Pennsylvania Election Code](#) (25 P.S. § 3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for

investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **37. CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

## Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the debarment List tab.

### **38. AMERICANS WITH DISABILITIES ACT**

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and

agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the **basis** of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

**39. RIGHT-TO-KNOW LAW**

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - (d) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (e) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (f) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and

provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- (g) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (h) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (i) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (j) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (k) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### **40. INFORMATION TECHNOLOGY POLICIES**

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Bulletin ACC001, *IT Accessibility Policy*. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event

such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

**41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING**

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the

Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide Services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

#### **42. BACKGROUND CHECKS**

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Criminal-History-Background-Check.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction

of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10](#) Amended (June 2, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **43. ENVIRONMENTAL PROVISIONS**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 *et seq.*; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 *et seq.*; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

#### **44. POST-CONSUMER RECYCLED CONTENT**

- (a) Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at <https://www.dgs.pa.gov/> on the date of submission of the bid, proposal or contract offer.
- (b) Recycled Content Enforcement: The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **45. HAZARDOUS SUBSTANCES**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as



the “Worker and Community Right to Know Act” (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1, *et seq.*

- (a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (ii) Hazardous mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - (4) A hazard warning, and
    - (5) The name, address, and telephone number of the manufacturer.
  - (iii) Single chemicals:
    - (1) The chemical name or the common name,
    - (2) A hazard warning, if appropriate, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (iv) Chemical Mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) A hazard warning, if appropriate,
    - (3) The name, address, and telephone number of the manufacturer, and

- (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

#### **46. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide

established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**47. APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**48. COMPLIANCE WITH LAW**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

**49. INTEGRATION**

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**50. ORDER OF PRECEDENCE**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

**51. CHANGES**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the Services within the scope of the Contract; (3) to

notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Section 29, Contract Controversies.

## **52. NOTICE**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

## **53. LEASES**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any Supplies covered by the Contract, the Leasing Terms and Conditions, attached hereto as Appendix 1, shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to the Leasing Terms and Conditions. Any items covered by a Lease shall be termed "Leased Property" in the Leasing Terms and Conditions. To the extent that there is a conflict between the Leasing Terms and Conditions and the other terms and conditions of the Contract, the Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

## **54. INSTALLMENT PURCHASES**

- (a) Installment purchase options. To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any

items covered by the Contract in installments over time, Appendix 2, Installment Purchase Terms and Conditions, in addition to the other terms and conditions of the Contract, shall govern the Installment Purchase. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the Purchase Order issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions.

- (b) Assignments. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

## **55. CONTROLLING TERMS AND CONDITIONS**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

## **56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE)**

- (a) Contractor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies on any Commonwealth agency facilities, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2 to this Contract's Appendix E, *Software License Requirements Agreement Template*. This sign-off document (a sample of which is attached hereto as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*), will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Supplies), the Contractor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract via Purchase Orders issued under this Contract.
- (c) This Section 56 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 56 are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in Section 42, Background Checks, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

## **57. FEDERAL REQUIREMENTS**

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document (a sample of which is attached as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*, in addition to any applicable requirements of Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the Purchase Order. The Commonwealth agency will inform the Contractor whether they must execute the sign-off document as required by the federal government.

## APPENDIX 1

### LEASING TERMS AND CONDITIONS

#### A. TERM OF LEASE

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the specifications for the procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

#### B. PAYMENTS

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
  - a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
  - b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### **C. TITLE**

Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **D. USE AND LOCATION OF, AND ALTERATION TO LEASED PROPERTY**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### **E. RISK OF LOSS**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the



Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

#### **F. WARRANTIES**

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Section J shall have occurred and be continuing.

#### **G. LIABILITY**

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. ASSIGNMENT**

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

## **I. FINANCING AND PREPAYMENT**

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Section B, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

#### **J. REMEDIES FOR DEFAULT**

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Lease.
  - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and

placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

- c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
- a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
  - b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
  - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

#### **K. PURCHASE OPTION**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

#### **L. EXTENSION**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

#### **M. RETURN OF LEASED PROPERTY**

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. As a matter of policy, the Commonwealth has determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
2. Except in the event of a total loss of any or all Leased Property as described in Section E., and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

#### **N. COMPLIANCE WITH INTERNAL REVENUE CODE**

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease

term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

## **O. GOVERNING LAW**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

## **P. NOTICES**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

## **APPENDIX 2**

### **INSTALLMENT PURCHASE TERMS AND CONDITIONS**

#### **A. TERM OF INSTALLMENT PURCHASE**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Installment Item in more than one delivery, unless otherwise specified in the Installment Purchase PO, the Purchaser will provide separate Acceptance Certificates for each delivery of the Installment Items, and the Purchaser will make periodic payments for the Installment Items corresponding to the amount of the Installment Items delivered and accepted 30 days prior to the payment due date.

To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

#### **B. PAYMENTS**

1. Full Term Intention. The Purchaser shall pay the applicable monthly or annual payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment Items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Purchaser of all further obligations under the Installment Purchase, provided:
  - a. The Purchaser delivers unencumbered title to the Installment Items to the Contractor or Initial Assignee (if applicable);
  - b. The Purchaser returns the Installment Items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

- c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

### **C. TITLE**

Title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment, except as otherwise set forth in the Contract or PO. The Contractor or Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Section I of this Appendix.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
- b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **D. USE AND LOCATION OF, AND ALTERATION TO INSTALLMENT ITEM**

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse or waste the Installment Items and the Purchaser will not allow the Installment Item to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

### **E. RISK OF LOSS**

1. The Purchaser, after acceptance of the installment Items, shall assume and bear the risk of loss or damage to, or theft of, the Installment Items (including all component parts from



any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- a. to replace the equipment with like equipment, or
  - b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the Installment Purchase PO.
2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Section G, below.
  3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G, below.

#### **F. WARRANTIES**

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items during the Installment Purchase term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Section J shall have occurred and be continuing.

#### **G. LIABILITY**

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees.

This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this section, including but not limited to risks of public liability and property damage.

## **H. ASSIGNMENT**

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment Item without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase PO and Installment Item to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
2. The Contractor may assign, without Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Item. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Installment Item. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Item and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Installment Item is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Purchaser executes and the Initial Assignee receives an Acceptance Certificate:
  - a. The Purchaser shall, regardless of whether any portion of the Installment Item is unsatisfactory for any reason, nevertheless, continue to make payments under the

applicable Installment Purchase and shall make any claim relating to the Installment Item against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

- b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

## 5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEM), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE INSTALLMENT ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS OR LOSS OF USE.

## I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Installment Item, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make rental payments for the Installment Item for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
3. If the Purchaser purchases Contract items related to Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Section B of these Installment

Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

## **J. REMEDIES FOR DEFAULT**

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Installment Purchase Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Installment Purchase.
  - b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee, at its option, may, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
  - c. Recover from the Purchaser all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the Contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website at <https://www.federalreserve.gov/>.
2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
  - a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for that Installment Item

which has been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- b. The Purchaser may cancel, without liability for payment, its order for any Installment Item which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual amount of Installment Items which was delivered and accepted. If no Installment Items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the Contractor's default against its obligation to make payments.

#### **K. COMPLIANCE WITH INTERNAL REVENUE CODE**

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not permit, during the Installment Purchase term, the Installment Item to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
2. Governmental status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser, upon demand, will pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **L. GOVERNING LAW**

All Installment Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

**M. NOTICES**

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

## BAFO Cost Submittal Summary

### Cost Submittal - RFP #6100051403

### Enterprise Modular Servers

Offeror Contact Information	
<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>
Pierson Computing Connection, Inc.	Deb Pierson
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>
10 Long Lane	deb@pierson.it
Mechanicsburg, PA 17050	<b>PHONE NUMBER</b>
	717-796-0493
PO Box 206	<b>SAP VENDOR NUMBER (IF AVAILABLE)</b>
New Kingstown, PA 17072	154433
	<b>FEDERAL TAX ID</b>

Product Catalog Discount off of List	
Minimum Discount off of Catalog List Price - Low End Servers	42%
Minimum Discount off of Catalog List Price - High End Servers	48%

Cost Evaluation	
Year 1	
Low End Server Annual Spend	\$ 351,740.81
High End Server Annual Spend	\$ 4,102,425.08
Estimated Annual Maintenance Spend	\$ 100,000.00
Optional Services Annual Spend	\$ 22,200.00
Base Term Total (1 year)	
<b>Total Cost for Evaluation Purposes for the 1 year Base Contract Term</b>	<b>\$ 4,576,365.89</b>

## BAFO COST SUBMITTAL

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

### COST SUBMITTAL SUMMARY (Tab 2)

1. Select the Summary Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All data entered on the Cost Submittal Worksheet will automatically populate into the Summary tab.
4. The Offeror must enter a Discount off of List on the Summary tab. The discount proposed will calculate on each configuration as a part of the evaluation of cost.

### COST SUBMITTAL BREAKDOWN

1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be completed in order to provide the equipment/service requested. The Proposed Model and Proposed Option, Columns (C) must be completed with detail of how the Offerors device meets or exceeds the minimum requirements, an "X" or any other form of confirmation is not acceptable as a response.
3. The Offeror must be able to provide a price in List Price for each configuration. If the price is left blank, a zero dollar amount will be calculated.
4. Optional Services will be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service. If the price is left blank, a zero dollar amount will be calculated.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of equipment/service to be performed and/or payment under the contract resulting from this RFP.

### NOTES:

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.



Low End Server			List Price	Discount %	Price after Discount	Historical Volume	Annual Cost For Low End Servers
Component	Minimum Requirements	Proposed Model and Capability	\$ 8,121.00	42%	\$ 4,689.88	\$ 75	\$ 351,740.81
Manufacturer		Lenovo					
Model Number		ThinkSystem SR530 - 7X08					
Processor (CPU) Type	1 x Intel Xeon Bronze 3204 8watt 6core 1.9GHz	Intel Xeon Bronze 3204 6C 85W 1.9GHz Processor					
Operating System	None Installed	None installed					
RAM	16 GB Memory	ThinkSystem 16GB TruDDR4 2933 MHz RDIMM					
Storage							
	2 x 800GB Entry SAS 12GB Hot Swap SSD	ThinkSystem 2.5" PM1645a 800GB SAS Hot Swap SSD					
Raid							
	RAID w/ 2 GB Flash RAID 1 Capable	ThinkSystem RAID 730-8i 2GB Flash PCIe 12Gb Adapter					
Optical Drive	DVD ROM	ThinkSystem External USB DVD-RW Optical Disk Drive					
Network	1 x 10 GbE 2 port BaseT	ThinkSystem 10Gb 2-port Base-T LOM					
Redundant Power							
	Optional	ThinkSystem V2 1800W Platinum Hot-Swap Power Supply					
Management Module	Required	Lenovo xClarity Controller					
Warranty	5 years 24x7x4; Keep Your Hard Drive	Essential Service - 5Yr 24x7 4Hr Response + YDYD					

High End Server			List Price	Discount %	Price after Discount	Historical Volume	Annual Cost For High End Servers
Component	Minimum Requirements	Proposed Model and Capability	\$ 104,587.00	48%	\$ 54,699.00	75	\$ 4,102,425.08
Manufacturer		Lenovo					
Model Number		ThinkSystem SR850 - 7X19					
Processor (CPU) Type	4 x Intel Xeon Platinum 8353 18core 150watt 2.5GHz	Intel Xeon Platinum 8353H 18C 150W 2.5GHz Processor					
Operating System	None Installed	None Installed					
RAM	1.5 TB RAM	ThinkSystem 64GB TruDDR4 3200 MHz RDIMM (qty 24)					
Storage	2 x 800GB Entry SAS 12GB Hot Swap SSD	ThinkSystem 2.5" PM1645a 800GB SAS Hot Swap SSD					
Raid	RAID w/ 2 GB Flash RAID 1 Capable	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter					
Network	2 x 10GbE BaseT	ThinkSystem Intel X710-T2L 10GBASE-T 2-port OCP					
HBA (Host Bus Adapter)	2 x Qlogic 16Gb Dual-port HBA	QLlogic 16Gb Enhanced Gen5 FC Dual-port HBA (qty 2)					
Redundant Power	Required	ThinkSystem V2 1800W Platinum Power Supply (qty 2)					
Management Module	Required	Lenovo xClarity Controller					
Warranty	5 years 24x7x4; Keep Your Hard Drive	Essential Service - 5Yr 24x7 4Hr Response + YDYD					
Flash	3 TB Intel Optane DC Persistent Memory Vendor to determine quantity and size of DIMMS to equal the amount requested	ThinkSystem 128GB TruDDR4 3200MHz (1.2V) Intel Optane Persistent Memory (qty 24)					

## Server Options/Upgrades

**Instructions for Offerors:** Please describe the options/upgrades you have available that are applicable to Servers. Please provide Server-specific options/upgrades available and the corresponding description and cost per service and/or option.

Options / Upgrades	Unit of Measure	Notes, If Any	Cost per Unit (Purchase)
Post Warranty Service - Basic	Per year / per Machine	Price depends on server model. Cost display low / high end server	\$150 / \$840
Post Warranty Service - Enhanced	Per year / per Machine	Price depends on server model. Cost display low / high end server	\$215 / \$1,265
Post Warranty Service - Critical	Per year / per Machine	Price depends on server model. Cost display low / high end server	\$375 / \$1,470
Accidental Damage Protection	Per year / per Machine	Not available on server products	
RAM Upgrade - Additional 16 GB	Per Unit	Memory size not available on high end server, price listed is for low end, memory placement rules must be followed	\$215
RAM Upgrade - Additional 512 GB	Per Unit	Memory size not applicable to low end server. High end server memory slots are full (48 DIMMs total), therefore no additional memory can be added to requested high end configuration.	
RAM Upgrade - Additional 1 TB	Per Unit	Memory size not applicable to low end server. High end server memory slots are full (48 DIMMs total), therefore no additional memory can be added to requested high end configuration.	
RAM Upgrade - Additional 2 TB	Per Unit	Memory size not applicable to low end server. High end server memory slots are full (48 DIMMs total), therefore no additional memory can be added to requested high end configuration.	
RAM Upgrade - Additional 4 TB	Per Unit	Memory size not applicable to low end server. High end server memory slots are full (48 DIMMs total), therefore no additional memory can be added to requested high end configuration.	
Increased Socket Count for the CPU	Per Unit	The low end server can increase from 1 to 2 sockets, price is for 2nd Xeon Bronze 3204 6C 85W 1.9GHz Processor. The high end server supports 4 sockets only	\$330
Network Interface 10 Gig	Per Unit	Price for dual port 10Gb adapter assuming available PCIe slot	\$450
HBA Requirement	Per Unit	Price for dual port 16Gb FC HBA assuming available PCIe slot	\$908
Hypervisor Key (Flash)	Per Unit	M.2 enablement kit w/ 128GB SATA SSD	\$150
Hourly Rate Per Training	Per Hour Rate		\$250

## Server Accessibility Needs

**Instructions for Offerors:** Please describe the accessibility options you have available that are applicable to Servers. Please provide Server-specific services and options available and the corresponding description and cost per service and/or option.

Accessibility Services / Options	Description	Cost


<b>Optional Services for Servers</b>	<b>Unit of Measure</b>	<b>Historical Annual Volume</b>	<b>Cost per Unit</b>	<b>Estimated Annual Spend</b>
Installation	Per Machine	15	\$ 175.00	\$ 2,625.00
Data Transfer	Per 10 GB	20	\$ 80.00	\$ 1,600.00
Hard Drive Removal	Per Machine	15	\$ 50.00	\$ 750.00
On-Premise Disk Wipe	Per Machine	45	\$ 200.00	\$ 9,000.00
Off-Premise Disk Wipe	Per Machine	10	\$ 200.00	\$ 2,000.00
Preparation for Shipment	Per Machine	65	\$ 75.00	\$ 4,875.00
Transport to DGS Warehouse	Per Machine	15	\$ 90.00	\$ 1,350.00

## Event Summary - Enterprise Modular Servers

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<b>Type</b>	Request for Proposal	<b>Number</b>	RFP 6100051403
<b>Stage Title</b>	-	<b>Organization</b>	CommonwealthPA
<b>Currency</b>	US Dollar	<b>Event Status</b>	Under Evaluation
<b>Work Group</b>	IT	<b>Exported on</b>	12/6/2021
<b>Exported by</b>	Raymond Jaime	<b>Estimated Value</b>	2,000,000.00 USD
<b>Payment Terms</b>	-		

## Bid and Evaluation

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<b>Respond by Proxy</b>	Disallow	<b>Use Panel Questionnaire</b>	No
<b>Sealed Bid</b>	Yes	<b>Auto Score</b>	No
		<b>Cost Analysis</b>	No
<b>Alternate Items</b>	No		

## Visibility and Communication

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**Visible to Public** Yes

### Enter a short description for this public event

*The Commonwealth is looking for Offerors to provide modular server hardware as well as associated installation, service integration, and support services ("Project").*


## Commodity Codes

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<b>Commodity Code</b>	<b>Description</b>
43210000	Computer Equipment and Accessories
81110000	Computer services

## Event Dates

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<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	7/7/2021 1:00 PM EDT
<b>Close</b>	8/11/2021 1:00 PM EDT
<b>Sealed Until</b>	8/11/2021 1:00 PM
	 Show Sealed Bid Open Date to Supplier
<b>Q&amp;A Close</b>	8/4/2021 12:00 PM EDT

## Description

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**1. Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

**2. Determination to use Competitive Sealed Proposal Method.** As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

**3. Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond A Jaime, Bureau of Procurement, Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1944, [RA-GSITPROCUREMENT@pa.gov](mailto:RA-GSITPROCUREMENT@pa.gov) who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

**4. Project Description.** The Commonwealth is looking for Offerors to provide Modular Server Hardware as well as associated installation, service integration, and support services (“Project”). Each Offeror shall only propose a single OEM. Only one Offeror will be awarded per OEM. Of the awarded Offerors, the highest scoring Offeror will be chosen as the Best Value Contract. Contracts that were not deemed as the Best Value Contract will be referred to as Secondary Contracts. The contracts will not limit the Commonwealth in seeking competitive pricing for both on-premise infrastructure and cloud infrastructure as required by the OA/OIT technology and support needs.

**5. Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

**6. Small Business Reserve.** The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Department of General Services’ self-certification process found at [www.smallbusiness.pa.gov](http://www.smallbusiness.pa.gov) are eligible to submit a bid and be awarded a contract in response to this RFP. In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response.

**7. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**8. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**9. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Only one question is to be submitted at a time and no attachments are to be uploaded. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

**10. Addenda to the RFP.** Any revisions to this RFP will be made electronically within this site.

**11. Response Date.** To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

**12. Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

**13. Proposal Format:** To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of two submittal components: Technical and Cost. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

**14. Mandatory Responsiveness Requirements.** To be eligible for selection, the proposal must be :

A. Timely received from and timely submitted by an Offeror (see Proposal Submission section); and

B. Electronically signed by the Offeror (see Proposal Submission section).

**15. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**16. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and



responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

**17. Prime Contractor Responsibilities.** The selected Offeror must perform **at least 50% of the total contract value**. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

## **18. Proposal Contents.**

**A. Confidential Information.** The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

**B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

**C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**19. Best and Final Offers (BAFO).** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals

the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

**20. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**21. Term of Contract.** The **initial term** of the contract will commence on the Effective Date and will end **one (1) year after the Effective Date**. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. The Commonwealth may **renew the contract for a maximum of four (4) additional one (1) year term(s)**, so long as the Commonwealth provides written notice of its intention to extend the contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract. The Commonwealth reserves the right, upon written notice, to extend any single term of the Contract for up to **three (3) months** upon the same terms and conditions

**22. Notification of Selection for Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

**23. Notification of Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

**24. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other

Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

**25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

**26. Attachments to the RFP.** All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

**27. Evaluation Criteria.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as 30% of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as 70% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.asp](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.asp)

**C. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following

webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**28. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

**29. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

**30. COSTARS Program.** Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in the Additional Required Documentation section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the COSTARS Election to Participate Form contained in Additional Required Documentation section. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certificate.

**31. External Procurement Activities.** The Commonwealth has determined that contracts resulting from this RFP will be made available to external procurement activities. Further information is

incorporated in the **Participating Addendum with an External Procurement Activity Clause** contained in **Additional Required Documentation**.

## Stage Description

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No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

**Certification**

I certify that I have read and agree to the terms above.

**Supplier Must Also Upload a File:**

No

**Prerequisite Content:**

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.



## Buyer Attachments

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Technical Submittal v.2 7.13.2021.docx	1. Technical Submittal v.2 7.13.2021.docx	../Attachments/1. Technical Submittal v.2 7.13.2021.docx
Appendix A - Standard Contract Terms And Conditions for IT Supplies and Related Service.docx	Appendix A - Standard Contract Terms And Conditions for IT Supplies and Related Service.docx	../Attachments/Appendix A - Standard Contract Terms And Conditions for IT Supplies and Related Service.docx
Appendix B - Project References.doc	Appendix B - Project References.doc	../Attachments/Appendix B - Project References.doc
Appendix C - Personnel Experience.docx	Appendix C - Personnel Experience.docx	../Attachments/Appendix C - Personnel Experience.docx
Appendix D - Cost Submittal - 7.30.21.xlsx	Appendix D - Cost Submittal - 7.30.21.xlsx	../Attachments/Appendix D - Cost Submittal - 7.30.21.xlsx
Appendix E - Statement of Work Template.docx	Appendix E - Statement of Work Template.docx	../Attachments/Appendix E - Statement of Work Template.docx
Appendix F - Service Level Agreements.xls	Appendix F - Service Level Agreements.xls	../Attachments/Appendix F - Service Level Agreements.xls
Appendix G - Quarterly Report Template.xlsx	Appendix G - Quarterly Report Template.xlsx	../Attachments/Appendix G - Quarterly Report Template.xlsx
Appendix H - Lease Acceptance Certificate.docx	Appendix H - Lease Acceptance Certificate.docx	../Attachments/Appendix H - Lease Acceptance Certificate.docx
Appendix I - Software License Requirements Agreement Template.docx	Appendix I - Software License Requirements Agreement Template.docx	../Attachments/Appendix I - Software License Requirements Agreement Template.docx
Appendix J - PDAA Assessment.docx	Appendix J - PDAA Assessment.docx	../Attachments/Appendix J - PDAA Assessment.docx

## Questions

★ Supplier Response Is Required

### RFP Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★  
File Upload
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload
- 1.1.3 I have read and fully understand the attached Service Level Agreements. ★  
Yes/No
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.  
Text (Multi-Line)

#### Group 1.2: Cost

- 1.2.1 Please use the attached Appendix D Cost Submittal to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★  
File Upload

### Additional Required Documentation

#### Group 2.1: Standard Forms

- 2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload
- 2.1.2 Please download and complete the attached Reciprocal Limitations Act form. ★  
File Upload
- 2.1.3 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload
- 2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload
- 2.1.5 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload
- 2.1.6 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload
- 2.1.7 Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.

Yes/No

2.1.8 The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.

File Upload

**Group 2.2: Terms and Conditions**

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2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

**Group 2.3: Offeror's Representation**

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2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

## Technical Submittal

- I. Project Description.** The Commonwealth is looking for Offerors to provide modular server hardware as well as associated installation, service integration, and support services (“Project”). Each Offeror shall only propose a single OEM. Only one Offeror will be awarded per OEM. Of the awarded Offerors, the highest scoring Offeror will be chosen as the Best Value Contract. Contracts that were not deemed as the Best Value Contract will be referred to as Secondary Contracts. The contract would not limit the Commonwealth in seeking competitive pricing for both on-premise infrastructure and cloud infrastructure as required by the OA/OIT technology and support needs

### **Purchasing Scenarios:**

**Net New Environment:** To be defined as new installation that does not include expansions, replacement, or repair. The Best Value Contract is to be used for installations of server hardware in net new environments in the Commonwealth. If the Best Value Contractor is unable to meet the specific technical requirements (to include but not be limited to integration, compatibility, existing staff knowledge, etc.), a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 and the Department of General Services Chief Procurement Officer in order to procure from a Secondary Contractor.

**One for One Replacement/Refresh:** No waiver is required. In order to procure a one for one replacement (example: Agency currently has 10 units, needs to replace 2 units, procures 2 units to remain at 10 units total), Agencies are to choose from either of the options below:

1. Procure from the Best Value Contractor, regardless of OEM.
2. Procure from a Secondary Contractor so long as they have been awarded a contract for the OEM hardware being replaced.

**Replacement/Refresh with Reduction:** No waiver is required. In order to procure a server refresh that involves a reduction of total server units in an environment (example: Agency currently has 10 units, needs to replace 2 units, procures 1 unit with greater capacity to now only have 9 units total), Agencies are to choose from either of the options below:

1. Procure from the Best Value Contractor, regardless of OEM.
2. Procure from a Secondary Contractor so long as they have been awarded a contract for the OEM hardware being replaced.

### **Definition of 50%**

The 50% requirement for the server would be based on the total units or server quantity in the current OEM environment.

#### **a) For Refresh of Server**

- For instance, if there are ten servers in the current environment and we need to replace/refresh five servers, we will continue with the OEM we already have.
- If we need six or more servers out of the original ten servers in the current environment, we will bid out for full refresh with best value against only six servers that would be needed for in the current OEM.

**b) For Expansion of Server**

- If we have ten servers and need five more servers, we can continue to use the current OEM. If we need six or more servers to be added to the original ten, we will bid out for full refresh with best value against only six servers from the current OEM.

**Expansion of Existing Environments:**

- 1. Less than 50%.** No waiver is required. In order to procure for an expansion of an existing environment that is less than 50% of the current environment, Agencies are to choose from either of the options below:
  - i. Procure from the Best Value Contractor, regardless of OEM.
  - ii. Procure from a Secondary Contractor so long as they have been awarded a contractor for the OEM hardware being replaced.
- 2. Greater than or equal to 50%.** In order to procure for an expansion of an existing environment that is greater than or equal to 50% of the total number of units in the current environment, Agencies must follow the process below:
  - i. Receive a quote from the Best Value Contractor for the additional expansion units if their OEM solution integrates with the Agency's current environment. The Agency must request a quote that includes the devices and all ancillary technology considerations to ensure that the devices operate properly in the current environment. If the Best Value Contractor's OEM solution does not integrate with the current environment, the Best Value Contractor must provide a quote for a net new solution to meet the Agency's needs.
  - ii. Receive a quote from the Secondary Contractor for the additional expansion units if they offer the same OEM solution that is currently makes up the Agency's current environment.
  - iii. The Agency must evaluate responses from (i) and (ii) above and make a decision based on both technical merits and cost. If the Best Value Contractor is unable to meet the specific technical requirements at the time of Agency need, a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 and the Department of General Services

Chief Procurement Officer in order to procure from a Secondary Contractor.

**For all purchasing scenarios.** If the Best Value Contractor is unable to meet the specific technical requirements (to include but not be limited to integration, compatibility, existing staff knowledge, floor space, network connectivity, etc.), a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 in order to procure from a Secondary Contractor. The contract(s) resulting from this RFP would not limit the Commonwealth in seeking competitive pricing for both on-premise infrastructure and cloud infrastructure as required by the OA/OIT technology and support needs.

This contract does not guarantee volume based on past and future purchasing.

**Service Level Definitions.** The Commonwealth will utilize three (3) separate tiers of service levels as follows:

- (1) **Basic.** 99.9% Availability, **Two (2)-Day** On-site parts and/or labor dispatch—standard response with **48-hour** parts and/or labor on-site support after completion of phone-based troubleshooting.
- (2) **Enhanced.** 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (3) **Critical.** 99.999% Availability, Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

**II. Statement of the Project.** State in succinct terms your understanding of the project presented, or the service required by this RFP.

**Offeror Response**

**III. Qualifications.**

**A. Company Overview.** Include company name, parent company if applicable, a company overview and why you should be selected for this RFP based on your capabilities. If there is any other information you wish to add that is pertinent to your organization doing business with the Commonwealth, please describe in detail.

**Offeror Response**

**B. Prior Experience.** The Offeror must have a minimum of **three (3) years** of experience with projects of a similar size and scope. Include experience in the sale, leasing, and management of server equipment with similar specifications to those

requested including, but not limited to, service, maintenance, and training related to the server equipment.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

- (1) The Offeror must include a least **three (3)** client/project references, with a minimum of **two (2)** references being provided from clients other than the Commonwealth of Pennsylvania, with its proposal. The references must be for installations completed within the past three **(3) years**. Complete **Appendix B, Project References**, for each reference provided.

***Offeror Response***

- (2) The Offeror must show what work was completed by subcontractors for each of the projects referenced in **Appendix B, Project References**.

***Offeror Response***

- (3) The Offeror shall provide the following:
  - (i) Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards, received.

***Offeror Response***

- (ii) Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.

***Offeror Response***

- (iii) Include any reseller or services certification levels earned by the Offeror or key personnel (Offeror and subcontractors).

***Offeror Response***

- (iv) Within the past **three (3) years**, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If so, please provide details.

***Offeror Response***

- (v) How long has Offeror(s) provided the Equipment and Services requested in this RFP?

***Offeror Response***

**C. Personnel.**

- (1) The Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. The Offeror must provide an organization chart clearly identifying the proposed personnel, the role, and the links between managers and staff. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

For key personnel (Account Manager, OEM Representative, and Account Representatives) include the employee's name, title, roles and responsibilities, the percent of time committed to this Project, years of experience in position, other relevant experience, the key personnel's education and any other professional qualifications using **Appendix C – Personnel Experience**. Identify if any key personnel are subcontractors.

***Offeror Response***

- (i) **Account Manager.** The Offeror shall provide a dedicated Account Manager who will be the main point of contact for Commonwealth agency requests. The Commonwealth will consider the Account Manager to be the sole point of contact with regard to contractual and purchase order matters. The Account Manager must be an employee of the Offeror and must be authorized to make binding decisions on behalf of the Offeror. The Account Manager is expected to have sufficient technical expertise to ensure proper orders are taken. The Account Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; providing quotes for hardware and/or services, reporting, providing recommendations on hardware and services, and tracking order fulfillment; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.



- (ii) **OEM Representatives.** The selected Offeror must provide a main point of contact for each of the manufacturers for which the selected Offeror is selling products.
  - (iii) **Account Representatives.** The selected Offeror must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
- (2) **Replacement of Personnel.** Acknowledge review and acceptance of the following procedures: After key personnel are assigned and approved by the Commonwealth, the selected Offeror may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The selected Offeror must provide notice of proposed diversion or replacement to the Commonwealth at least **60 days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the selected Offeror within **10 days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (i) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Offeror. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the selected Offeror must occur:
    - (a) on a temporary basis, within **one (1) week** of the availability change; and
    - (b) on a permanent basis, no longer than 30 days from the availability change.
  - (ii) The Commonwealth may request that the selected Offeror remove one or more of its staff persons from the contract at any time, with **30 days'** written notice. If a staff person is removed from the Contract, the selected Offeror will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

***Offeror Response***

**D. Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- (1) name of subcontractor;
- (2) address of subcontractor;
- (3) number of years worked with the subcontractor;
- (4) number of employees by job category to work on this project;
- (5) description of services to be performed;
- (6) what percentage of time the staff will be dedicated to this project;
- (7) geographical location of staff; and
- (8) resumes (if appropriate and available).

***Offeror Response***

**IV. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

***Offeror Response***

**V. Requirements.**

**A. Manufacturer Authorization Letter.** If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference **Commonwealth RFP 6100051403 for Enterprise Modular Servers**

**and Services.** An Offeror must submit a Manufacturer Authorization Letter for the OEM which the Offeror is proposing, unless the Offeror is the OEM.

**B. Offeror Eligibility.** To be eligible for this RFP, an Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, an Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. Please refer to **Appendix D, Cost Submittal**, for minimum product requirements/product specifications. Additional eligibility requirements are as follows:

- (i) Offerors must be able to provide the OEM's full server product line.
- (ii) Offerors must provide equipment capable of meeting the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf).
- (iii) Standalone maintenance/warranty services, if available, should be proposed in **Appendix D, Cost Submittal**, for up to **five (5) years** past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in **Section H of the RFP**.
- (iv) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.

**C. Required Contract Services.** These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The selected Offeror must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The selected Offeror must provide staging and storage at no additional cost (unless otherwise defined in **Appendix E, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Selected Offerors should provide a quote for hardware, when requested by the Commonwealth, at any time during the term of the Contract.
- (4) Selected Offerors must honor all quotes for at least **90 days**.

**D. Optional Services.**

- (1) Selected Offerors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **five (5) years** past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work (“SOW”) for each Service order utilizing **Appendix E, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth’s discretion.

Optional Services in scope are as follows:

(i) **Installation.**

- (a) The selected Offeror must, at a minimum:
  - 1) Assign a project manager to every installation;
  - 2) Provide status reports of installations completed, installations outstanding, and issues;
  - 3) Unpack equipment;
  - 4) Connect related equipment accessories;
  - 5) Power on the device or system;
  - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
  - 7) If non-imaged system, verify that OS boots and network connectivity is successful.
- (b) As part of the SOW, the Commonwealth agency will specify whether the selected Offeror must remove all packing materials and boxes from the site within **one (1)** week after the installation has been completed.
- (c) The selected Offeror and the Commonwealth agency will develop a schedule to deliver equipment to a location specified by the Commonwealth agency.

(ii) **Hard Drive Removal.**

- (a) The selected Offeror must, at a minimum:
  - 1) Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;
  - 2) Verify the functionality and condition of the equipment with the agency.
  - 3) Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*,

[http://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf); and

- 4) If a hard drive is removed, the Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.

- (iii) **Equipment Return to DGS Surplus Warehouse.** The selected Offeror must, at a minimum: Deliver the packed equipment to the DGS warehouse located at:

DGS Surplus Warehouse  
2221 Forster St.  
Harrisburg, PA 17125

**E. Order Fulfillment.**

- (1) The selected Offeror must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.
- (2) The selected Offeror shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The selected Offeror's delivery methods must adhere to **Section 9, Delivery and Section 11, Acceptance of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.**

**F. Quote Requirements.** All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.

- (1) Include: contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price, minimum discount of of list required by contract, discount off of list offered on the order, adjusted price, quantity, extended price; Service Level (SLA) Acceptance Date for delivery of products or services; and related and/or prior PO number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
- (2) No additional terms and conditions may be attached to a quote.

**G. Volume Orders.**

- (1) The selected Offeror must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency roll-outs and high dollar purchases.
  - (2) The selected Offeror is encouraged to offer higher discounts for large volume purchases.
- H. Service Level Agreements.** The selected Offeror must meet the service level agreements (SLAs) as described in **Appendix F, Service Level Agreements**.
- I. Software.** The selected Offeror shall not sell equipment that requires commercially available software for its use through this contract unless and until the Commonwealth has entered into a software license agreement with such software licensor. Offeror shall inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth that is substantially the same form as **Appendix I, Software License Requirements**, which will incorporate, if applicable and as appropriate, the software licensor's software agreement.
- J. Licensing Requirements.** Any click-through terms presented to an individual upon use of any component of the system must be pre-approved in writing by the Commonwealth Contracting Officer. Such terms may not be inconsistent with the final negotiated contract terms and conditions resulting from this RFP. See **Section VI, Objections and Additions to Standard Contract Terms and Conditions**.
- K. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. In the event of an emergency, DGS reserves the right to assign other duties and tasks to maintain program continuity. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:
- (1) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)
  - (2) Identified essential business functions and key employees (of yours) necessary to carry them out
  - (3) Contingency plans for:
    - (i) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.

- (ii) How Offeror's employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - (iii) Maintaining field or home operations of Program participants, professional staff, and subcontractors employment during adverse conditions.
- (4) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail. Identify the role of key contacts and the chain of communications (including suppliers), etc.
- (5) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

***Offeror Response***

- L. Just-In-Time Purchasing.** Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

***Offeror Response***

- M. Emerging Technologies.** How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

***Offeror Response***

- N. Asset Flexibility.** If, during the term of the contract new equipment becomes available, the selected Offeror may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

***Offeror Response***

- O. Supply Chain Management/Managed Logistics.** Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

**Offeror Response**

- P. Data Cleansing.** Referring to Information Technology Policy ITP-SEC015, *Data Cleansing Policy* ([https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf)), please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

**Offeror Response**

- Q. Continuous Improvement.** Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

**Offeror Response**

- R. Accessibility Plan.**

- (1) General. The Commonwealth's Executive Order 2016-03 - *Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability*, states that Commonwealth employees with disabilities may require accommodations of assistive technology to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Please see [https://www.oa.pa.gov/Policies/eo/Documents/2016\\_03.pdf](https://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf) for additional information.

The Commonwealth of Pennsylvania also has an IT Policy ([ACC001 – Digital Accessibility Policy](#)) that outlines requirements for digital content and services to which the Offeror must adhere. Digital content and services include, but are not limited to:

- Electronic content
- Software



- Hardware
- Support documentation and services

(2) Definitions.

- (i) **Digital Content and Services.** The delivery of information and services to end-users via data, voice, or video technologies, which includes but is not limited to:
- (a) **Electronic content:** Websites and web-based materials (Internet & Intranet), Microsoft Office (Word, Excel, PowerPoint), Adobe InDesign & PDF documents, training materials (e.g., online training materials, tests, online surveys), multimedia (video/audio), digital materials (e.g., documents, templates, forms, reports, surveys), maps and infographics, electronic emergency notifications, and subscription services (e.g., news feeds, alert services, professional journals);
  - (b) **Software:** Web, desktop, server, and mobile client applications, authoring tools, associated infrastructure, and service offerings (Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS));
  - (c) **Hardware:** Computers & laptops, servers, tablets, printers and copiers, scanners, peripheral equipment (e.g., keyboards, mice), kiosks and mobile phones; and
  - (d) **Support documentation and services:** Training services, help desk or call center, automated self-service & technical support, and product informational materials.
- (ii) **Policy Driven Adoption for Accessibility (PDAA).** PDAA is the integration of digital content and services accessibility governance into Commonwealth policies. The PDAA methodology was created by a work group of the National Association of State CIOs (NASCIO).
- (iii) **Section 508 Standards (Revised).** A final rule, published in January of 2017, updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*
- (iv) **Voluntary Product Accessibility Template® (VPAT).** A VPAT is an industry accepted tool to measure a supplier's ability to

demonstrate their product's (hardware, software (COTS, SaaS), electronic content and support documentation and services) support for accessibility.

- (v) **Web Content Accessibility Guidelines (WCAG).** WCAG are an industry-recognized standard published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) that addresses digital content. WCAG includes three levels of conformance: A, AA, and AAA.

(3) Specific. The Offeror shall provide the following artifacts requested below. Based on the assessment of these artifacts, additional information may be requested. Furthermore, the Commonwealth reserves the right to verify the accessibility of the solution.

- (i) A completed Voluntary Product Accessibility Template (VPAT) using either the latest Information Technology Industry Council (ITI) Section 508 Standards (Revised) or the Web Content Accessibility Guidelines (WCAG) version for all software, hardware, and websites (as applicable) as proposed in response to the solicitation. The latest version of the VPAT templates can be found at the ITI website: <https://www.itic.org/policy/accessibility/vpat>.
- (ii) A completed Policy Driven Adoption for Accessibility (PDAA) Assessment using the template found in Appendix J.
- (iii) Contractors must provide an accessibility plan that includes accessibility features available within the product and suitable third-party assistive technologies that work best with the product.

***Offeror Response***

S. **Capacity Planning.** Please confirm and describe your ability to perform analysis to determine and ensure infrastructure is the right size to meet present and future goals. Plan to include flexibility so that infrastructure can meet changing demands.

***Offeror Response***

T. **Quick Start Services.** Please confirm and describe your ability to rack and stack equipment, initial configuration, installation record and skills transfer for operation and monitoring.

***Offeror Response***

- U. **Data Migration Services for Enterprise Storage.** Please confirm and describe your ability to migrate the customer's existing operating systems and data to the new system. Describe your ability to develop a migration plan, apply technical resources required, create a schedule, and maintenance window planning.

**Offeror Response**

- V. **System Performance and Tuning.** Please confirm and describe your ability to measure system performance identify bottlenecks and make modifications for improvement.

**Offeror Response**

- W. **Value Added Services.** Please provide any additional value added services and options you are capable of providing at no additional cost to the Commonwealth.

**Offeror Response**

- VI. **Reports and Project Control.** The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth.

- A. **Quarterly Report.** The selected Offeror must utilize **Appendix G, Quarterly Reporting Template**, which includes the following:

- (1) Sales report, which includes, at a minimum:
  - (i) Agency Information. Identifying information for the Commonwealth agency;
  - (ii) Maintenance/Services Information. Detailed description of the maintenance/services being performed;
  - (iii) Product and Hardware Information. Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity;
  - (iv) Order Information and Invoice Information. Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount; and
  - (v) Invoice Information. Invoice information for the associated order.

- (2) Problem and response report, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
- (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
- (4) Quarterly summary report, which includes, at a minimum: Quarterly contract activities; achievements; challenges; and the selected Offeror's recommendations for the Commonwealth.
- (5) Detailed SLA metric report. The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix F, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.

### ***Offeror Response***

#### **B. Standard Configuration Reviews.**

- (1) The standard configurations as defined in the cost submittal will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions, Section 51, Changes**. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the selected Offeror(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

#### **C. Quarterly Business Reviews.** The selected Offeror and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the selected Offeror will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

#### **D. Ad Hoc Reports.** The Commonwealth reserves the right to request ad hoc reports from the selected Offeror. These ad hoc reports are to be made available at no

additional charge to the Commonwealth. Reports must be provided within 48 hours of the request if not otherwise specified by the Commonwealth.

**VII. Objections and Additions to Standard Contract Terms and Conditions.** Offeror(s) shall identify which, if any, of the standard contract terms and conditions and service level agreements contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions and service level agreements. The Offeror's failure to make a submission will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and service level agreements. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Offeror(s) shall submit red-lined copies of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**, and **Appendix F, Service Level Agreements**.

Regardless of any objections set out in its proposal, Offeror(s) must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services** and **Appendix F, Service Level Agreements**, contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the **Buyer Attachment** section or to other provisions of the RFP.

***Offeror Response***

**0. TERM OF CONTRACT**

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or (b) the “Valid from” date printed on the Contract, whichever is later.

**1. EXTENSION OF CONTRACT TERM**

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

**2. COMMENCEMENT OF PERFORMANCE**

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

- (i) the Effective Date has occurred; and
- (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

**3. ELECTRONIC SIGNATURES**

(a) The Contract and/or Purchase Order may be electronically signed by the Commonwealth.

- (i) Contract. “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.

- (ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
  - (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
  - (ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
  - (iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **4. DEFINITIONS**

As used in this Contract, these words shall have the following meanings:

- (a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency “.
- (b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days: Unless specifically indicated otherwise, days mean calendar days.

## Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (d) **Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (e) **Documentation:** All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) **Expiration Date:** The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (g) **Services:** All Contractor activity necessary to satisfy the Contract.
- (h) **Statement of Work:** A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.
- (i) **Supplies:** All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

### **5. PURCHASE ORDERS**

- (a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (c) Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.



**6. INDEPENDENT PRIME CONTRACTOR**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**7. SUBCONTRACTS**

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of Section 22(c). The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

**8. OTHER CONTRACTORS**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

**9. DELIVERY**

- (a) Supplies Delivery: All Supplies shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

Unless otherwise stated in this Contract, delivery must be made within 30 days after the Effective Date.

- (b) Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

## 10. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- (a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (b) Supply published manufacturer product Documentation.
- (c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (d) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (e) Provide customer references.
- (f) Provide a product demonstration at a location near Harrisburg or the using agency location.

## 11. ACCEPTANCE

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies which are discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within 30 days after notification. Rejected Supplies left longer than 30 days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become

due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

**12. REJECTED MATERIAL NOT CONSIDERED ABANDONED**

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within 30 days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

**13. ESTIMATED QUANTITIES**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

**14. MANUFACTURER'S PRICE REDUCTION**

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

**15. SPECIAL REQUIREMENTS**

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

**16. WARRANTIES**

- (a) The Contractor warrants that all Supplies furnished, and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

**17. COMPENSATION**

- (a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

**18. BILLING REQUIREMENTS**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and “Remit to” address, including SAP Vendor number;
- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

**19. PAYMENT**

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) 30 days after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is

not specified in the Contract (a “proper “ invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay, and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- (c) The Commonwealth will make contract payments through Automated Clearing House (ACH).
  - (i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
  - (ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
  - (iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

## **20. TAXES**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## **21. CONFIDENTIALITY**

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to subsection (c) of Section 27, DEFAULT, in addition to other remedies available to the non-breaching party.

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- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
  - (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
  - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
  - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
  - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
  - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
  - (i) Prepare an un-redacted version of the appropriate document, and
  - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
  - (iii) Prepare a signed written statement that states:
    - (i) the attached document contains confidential or proprietary information or trade secrets;
    - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
    - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.



- (iv) Submit the two documents along with the signed written statement to the Commonwealth.

**22. SENSITIVE INFORMATION**

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

**23. DATA BREACH OR LOSS**

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:
- (c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
- (d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

- (e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- (f) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this Section 24 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

**24. COMMONWEALTH HELD HARMLESS**

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

**25. LIMITATION OF LIABILITY**

- (a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of \$250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
  - (i) bodily injury;
  - (ii) death;
  - (iii) gross negligence or intentional or willful misconduct;
  - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

- (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.
  - (vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.
- (b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

## **26. DEFAULT**

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - (iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;
  - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - (v) Improper delivery;
  - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - (vii) Delivery of a defective item;
  - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - (ix) Discontinuance of work without approval;
  - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- (xi) Insolvency or bankruptcy;
  - (xii) Assignment made for the benefit of creditors;
  - (xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
  - (xv) Breach of any provision of the Contract;
  - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
  - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 29, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

**27. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

**28. TERMINATION PROVISIONS**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor 30 days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination to be in the best interest of the Commonwealth. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 29, Contract Controversies, of this Contract.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- (c) **TERMINATION FOR CAUSE:** The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

- (i) Subject to Section 25, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a).

## **29. CONTRACT CONTROVERSIES**

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

**30. ASSIGNABILITY AND SUBCONTRACTING**

- (a) Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.



- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

**31. AUDIT PROVISIONS**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

**32. ASSIGNMENT OF ANTITRUST CLAIMS**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

**33. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION**

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor,

and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-10—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

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- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
  - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
  - (ii) any license fee less an amount for the period of usage of any software; and
  - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
  - (i) modification of any product, service, or deliverable provided by the Commonwealth;
  - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
  - (iii) use of the product, service, or deliverable in other than its specified operating environment;
  - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
  - (v) infringement of a non-Contractor product alone;
  - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

#### 34. OWNERSHIP RIGHTS

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

### 35. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [Pennsylvania Human Relations Act \(PHRA\)](#) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract..
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the [PHRA](#) and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the [Public Employee Relations Act](#), [Pennsylvania Labor Relations Act](#) or [National Labor Relations Act](#), as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in

violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **36. CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

- (a) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:

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- (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “*Financial Interest*” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
  - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

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- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency



and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (vi) Contractor shall comply with the requirements of the [Lobbying Disclosure Act](#) (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section [1641](#) of the [Pennsylvania Election Code](#) (25 P.S. § 3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for

investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **37. CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

## Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the debarment List tab.

### **38. AMERICANS WITH DISABILITIES ACT**

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and

agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the **basis** of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

**39. RIGHT-TO-KNOW LAW**

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - (d) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (e) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
  - (f) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and

provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- (g) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (h) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (i) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (j) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (k) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### **40. INFORMATION TECHNOLOGY POLICIES**

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Bulletin ACC001, *IT Accessibility Policy*. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event

such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

**41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING**

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the

Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide Services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

#### **42. BACKGROUND CHECKS**

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Criminal-History-Background-Check.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction

of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10](#) Amended (June 2, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **43. ENVIRONMENTAL PROVISIONS**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 *et seq.*; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 *et seq.*; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

#### **44. POST-CONSUMER RECYCLED CONTENT**

- (a) Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at <https://www.dgs.pa.gov/> on the date of submission of the bid, proposal or contract offer.
- (b) Recycled Content Enforcement: The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **45. HAZARDOUS SUBSTANCES**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as



the “Worker and Community Right to Know Act” (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1, *et seq.*

- (a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (i) through (iv):
  - (i) Hazardous substances:
    - (1) The chemical name or common name,
    - (2) A hazard warning, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (ii) Hazardous mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
    - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
    - (4) A hazard warning, and
    - (5) The name, address, and telephone number of the manufacturer.
  - (iii) Single chemicals:
    - (1) The chemical name or the common name,
    - (2) A hazard warning, if appropriate, and
    - (3) The name, address, and telephone number of the manufacturer.
  - (iv) Chemical Mixtures:
    - (1) The common name, but if none exists, then the trade name,
    - (2) A hazard warning, if appropriate,
    - (3) The name, address, and telephone number of the manufacturer, and

- (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

#### **46. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide

established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**47. APPLICABLE LAW**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**48. COMPLIANCE WITH LAW**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

**49. INTEGRATION**

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**50. ORDER OF PRECEDENCE**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

**51. CHANGES**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the Services within the scope of the Contract; (3) to

notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Section 29, Contract Controversies.

## **52. NOTICE**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

## **53. LEASES**

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any Supplies covered by the Contract, the Leasing Terms and Conditions, attached hereto as Appendix 1, shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to the Leasing Terms and Conditions. Any items covered by a Lease shall be termed "Leased Property" in the Leasing Terms and Conditions. To the extent that there is a conflict between the Leasing Terms and Conditions and the other terms and conditions of the Contract, the Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

## **54. INSTALLMENT PURCHASES**

- (a) Installment purchase options. To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Purchaser") the option to pay for any

items covered by the Contract in installments over time, Appendix 2, Installment Purchase Terms and Conditions, in addition to the other terms and conditions of the Contract, shall govern the Installment Purchase. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the Purchase Order issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions.

- (b) Assignments. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

## **55. CONTROLLING TERMS AND CONDITIONS**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

## **56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE)**

- (a) Contractor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies on any Commonwealth agency facilities, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2 to this Contract's Appendix E, *Software License Requirements Agreement Template*. This sign-off document (a sample of which is attached hereto as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*), will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Supplies), the Contractor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract via Purchase Orders issued under this Contract.
- (c) This Section 56 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 56 are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in Section 42, Background Checks, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

## 57. FEDERAL REQUIREMENTS

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document (a sample of which is attached as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*, in addition to any applicable requirements of Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the Purchase Order. The Commonwealth agency will inform the Contractor whether they must execute the sign-off document as required by the federal government.

## APPENDIX 1

### LEASING TERMS AND CONDITIONS

#### A. TERM OF LEASE

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the specifications for the procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

#### B. PAYMENTS

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
  - a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
  - b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
  - c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

### **C. TITLE**

Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **D. USE AND LOCATION OF, AND ALTERATION TO LEASED PROPERTY**

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

### **E. RISK OF LOSS**

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the



Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

#### **F. WARRANTIES**

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Section J shall have occurred and be continuing.

#### **G. LIABILITY**

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

#### **H. ASSIGNMENT**

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
  - a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
  - b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

## **I. FINANCING AND PREPAYMENT**

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Section B, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

## **J. REMEDIES FOR DEFAULT**

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Lease.
  - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and

placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

- c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
    - a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
    - b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
    - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

#### **K. PURCHASE OPTION**

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

#### **L. EXTENSION**

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

#### **M. RETURN OF LEASED PROPERTY**

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. As a matter of policy, the Commonwealth has determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
2. Except in the event of a total loss of any or all Leased Property as described in Section E., and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

#### **N. COMPLIANCE WITH INTERNAL REVENUE CODE**

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease

term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **O. GOVERNING LAW**

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

#### **P. NOTICES**

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

## **APPENDIX 2**

### **INSTALLMENT PURCHASE TERMS AND CONDITIONS**

#### **A. TERM OF INSTALLMENT PURCHASE**

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Installment Item in more than one delivery, unless otherwise specified in the Installment Purchase PO, the Purchaser will provide separate Acceptance Certificates for each delivery of the Installment Items, and the Purchaser will make periodic payments for the Installment Items corresponding to the amount of the Installment Items delivered and accepted 30 days prior to the payment due date.

To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

#### **B. PAYMENTS**

1. Full Term Intention. The Purchaser shall pay the applicable monthly or annual payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment Items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Purchaser of all further obligations under the Installment Purchase, provided:
  - a. The Purchaser delivers unencumbered title to the Installment Items to the Contractor or Initial Assignee (if applicable);
  - b. The Purchaser returns the Installment Items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

- c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

### **C. TITLE**

Title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment, except as otherwise set forth in the Contract or PO. The Contractor or Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Section I of this Appendix.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
- b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

### **D. USE AND LOCATION OF, AND ALTERATION TO INSTALLMENT ITEM**

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse or waste the Installment Items and the Purchaser will not allow the Installment Item to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

### **E. RISK OF LOSS**

1. The Purchaser, after acceptance of the installment Items, shall assume and bear the risk of loss or damage to, or theft of, the Installment Items (including all component parts from



any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- a. to replace the equipment with like equipment, or
  - b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the Installment Purchase PO.
2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Section G, below.
  3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G, below.

#### **F. WARRANTIES**

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items during the Installment Purchase term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Section J shall have occurred and be continuing.

#### **G. LIABILITY**

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees.

This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this section, including but not limited to risks of public liability and property damage.

## H. ASSIGNMENT

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment Item without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase PO and Installment Item to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
2. The Contractor may assign, without Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Item. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Installment Item. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Item and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Installment Item is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Purchaser executes and the Initial Assignee receives an Acceptance Certificate:
  - a. The Purchaser shall, regardless of whether any portion of the Installment Item is unsatisfactory for any reason, nevertheless, continue to make payments under the

applicable Installment Purchase and shall make any claim relating to the Installment Item against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

- b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEM), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE INSTALLMENT ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS OR LOSS OF USE.

## **I. FINANCING AND PREPAYMENT**

1. If the Contractor is not the supplier of the Installment Item, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make rental payments for the Installment Item for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
3. If the Purchaser purchases Contract items related to Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Section B of these Installment

Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

## **J. REMEDIES FOR DEFAULT**

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Installment Purchase Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
  - a. Terminate the applicable Installment Purchase.
  - b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee, at its option, may, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
  - c. Recover from the Purchaser all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the Contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website at <https://www.federalreserve.gov/>.
2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
  - a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for that Installment Item

which has been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- b. The Purchaser may cancel, without liability for payment, its order for any Installment Item which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual amount of Installment Items which was delivered and accepted. If no Installment Items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the Contractor's default against its obligation to make payments.

#### **K. COMPLIANCE WITH INTERNAL REVENUE CODE**

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not permit, during the Installment Purchase term, the Installment Item to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
2. Governmental status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser, upon demand, will pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

#### **L. GOVERNING LAW**

All Installment Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

**M. NOTICES**

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

## Appendix B - Project References.doc

<b>Name of Client &amp; Project Title</b>	Client – Project Title	
<b>Contract Value</b>	[VALUE]	
<b>Nature and Scope of Project:</b>	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? <i>(Reference Section II-4 Prior Experience)</i>	
<b>Project Duration:</b>	<b>Start Date Year:</b> [YEAR]	<b>End Date Year:</b> [YEAR or on-going]
<b>Nature of the Client:</b>	Description of client and organizational unit that project was managed by.	
<b>Nature of Client Audience:</b>	Description of project users and/or client/customer audience.	
<b>Number of Users:</b>	[Number]	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
<b>Client Contact Information:</b>	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor's performance, and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor's role and responsibilities and who can comment on the quality of the vendor's performance. <b>2 contacts required.</b></p> <p><b>Reference Contacts:</b></p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	

## Appendix C - Personnel Experience.docx

POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
(Include at least one row for all positions identified as Key Positions in III-C of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	(Identify by first/last name the person who will fulfill this position.)	(Identify the main roles and responsibility to be performed on the project).	(Provide the percentage of this person's time to be committed to the proposed project.)	(List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	(Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	(List all postsecondary degrees completed for this person.)	(List any certifications and/or professional memberships for this person that may be relevant to this position.)



## Appendix D- Cost Submittal Instructions

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

### COST SUBMITTAL SUMMARY (Tab 2)

1. Select the Summary Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All data entered on the Cost Submittal Worksheet will automatically populate into the Summary tab.
4. The Offeror must enter a Discount off of List on the Summary tab. The discount proposed will calculate on each configuration as a part of the evaluation of cost.

### COST SUBMITTAL BREAKDOWN

1. Please review every tab in this cost submittal.
2. Cells that are highlighted in yellow must be completed in order to provide the equipment/service requested. The Proposed Model and Proposed Option, Columns (C) must be completed with detail of how the Offerors device meets or exceeds the minimum requirements, an "X" or any other form of confirmation is not acceptable as a response.
3. The Offeror must be able to provide a price in List Price for each configuration. If the price is left blank, a zero dollar amount will be calculated.
4. Optional Services will be evaluated in the total cost summary. The Offeror must provide a cost for each Optional Service. If the price is left blank, a zero dollar amount will be calculated.

\*\*Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of equipment/service to be performed and/or payment under the contract resulting from this RFP.

### NOTES:

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

**Cost Submittal Summary**  
**Cost Submittal - RFP #6100051403**  
**Enterprise Modular Servers**

<b>Offeror Contact Information</b>	
<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>
	<b>PHONE NUMBER</b>
	<b>SAP VENDOR NUMBER (IF AVAILABLE)</b>
	<b>FEDERAL TAX ID</b>

<b>Product Catalog Discount off of List</b>	
<b>Minimum Discount off of Catalog List Price - Low End Servers</b>	<b>0%</b>

Low End Server			List Price	Discount %	Price after Discount	Historical Volume	Annual Cost For Low End Servers
Component	Minimum Requirements	Proposed Model and Capability	\$ -		\$ -	75	\$ -
Manufacturer							
Model Number							
Processor (CPU) Type	1 x Intel Xeon Bronze 3204 8watt 6core 1.9GHz						
Operating System	None Installed						
RAM	16 GB Memory						
Storage	2 x 800GB Entry SAS 12GB Hot Swap SSD						
Raid	RAID w/ 2 GB Flash RAID 1 Capable						
Optical Drive	DVD ROM						
Network	1 x 10 GbE 2 port BaseT						
Redundant Power	Optional						
Management Module	Required						
Warranty	5 years 24x7x4; Keep Your Hard Drive						



## Server Options/Upgrades

**Instructions for Offerors:** Please describe the options/upgrades you have available that are applicable to Servers. Please provide Server-specific options/upgrades available and the corresponding description and cost per service and/or option.

Options / Upgrades	Unit of Measure	Notes, If Any	Cost per Unit (Purchase)
Post Warranty Service - Basic	Per year / per Machine		
Post Warranty Service - Enhanced	Per year / per Machine		
Post Warranty Service - Critical	Per year / per Machine		
Accidental Damage Protection	Per year / per Machine		
RAM Upgrade - Additional 16 GB	Per Unit		
RAM Upgrade - Additional 512 GB	Per Unit		
RAM Upgrade - Additional 1 TB	Per Unit		
RAM Upgrade - Additional 2 TB	Per Unit		
RAM Upgrade - Additional 4 TB	Per Unit		
Increased Socket Count for the CPU	Per Unit		
Network Interface 10 Gig	Per Unit		
HBA Requirement	Per Unit		
Hypervisor Key (Flash)	Per Unit		
Hourly Rate Per Training	Per Hour Rate		

## Server Accessibility Needs

**Instructions for Offerors:** Please describe the accessibility options you have available that are applicable to Servers. Please provide Server-specific services and options available and the corresponding description and cost per service and/or option.

Accessibility Services / Options	Description	Cost

Optional Services for Servers	Unit of Measure	Historical Annual Volume	Cost per Unit	Estimated Annual Spend
Installation	Per Machine	15	\$ -	\$ -
Data Transfer	Per 10 GB	20	\$ -	\$ -
Hard Drive Removal	Per Machine	15	\$ -	\$ -
On-Premise Disk Wipe	Per Machine	45	\$ -	\$ -
Off-Premise Disk Wipe	Per Machine	10	\$ -	\$ -
Preparation for Shipment	Per Machine	65	\$ -	\$ -
Transport to DGS Warehouse	Per Machine	15	\$ -	\$ -

CONTRACT #  
Statement of Work

for

Commonwealth of PA – (Insert Agency Name)

PO Number: \_\_\_\_\_

AGENCY CONTACT:  
AGENCY ADDRESS:

PHONE:  
E-MAIL:

# APPENDIX E - STATEMENT OF WORK TEMPLATE.DOCX

## A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at (Address) (hereinafter referred to as "Customer") and Insert full Supplier name, with its principal place of business at Insert Address (hereinafter referred to as "Supplier"). Supplier and Customer may also be referred individually as "Party" or collectively as "Parties."

Agency is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give the Supplier access to Agency or third-party software, firmware, data or other products to enable Supplier and Supplier's approved subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The terms and conditions of contract #XXXXXXXXXX shall govern this SOW.

## B. Project Overview and Tasks

Supplier will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

## C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

The Supplier's required delivery time for the requested services shall be included within this SOW and must be agreed upon by the Parties prior to issuance of the Purchase Order to which this SOW will be attached.

## D. Project Cost

Project Cost is: \$

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

(Ensure an exact costing breakdown is provided)



# APPENDIX E - STATEMENT OF WORK TEMPLATE.DOCX

## E. SOW Acceptance

This SOW is acceptable. The Parties hereby acknowledge and confirm that the scope of work and related terms of this SOW have been read and are accepted and approved. If additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required prior to commencing in any work outside the scope of the original SOW.

Please sign and email to **Supplier** at **email address**

Supplier

Commonwealth of PA – “**Agency**”

Approved (date): \_\_\_\_\_

\_\_\_\_\_  
Print Name of Authorized Signatory

\_\_\_\_\_  
Authorized **Supplier** Signature

\_\_\_\_\_  
Authorized **Agency** Signature

\_\_\_\_\_  
Authorized **Supplier** Signature

\_\_\_\_\_  
Title

## F. Project Completed and Accepted

The Project was completed in accordance with this SOW. The Parties hereby accept as completed all work indicated in this SOW. The Parties acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): \_\_\_\_\_

\_\_\_\_\_  
Print Name of Authorized Signatory

\_\_\_\_\_  
Authorized **Supplier** Signature

\_\_\_\_\_  
Authorized **Agency** Signature

\_\_\_\_\_  
Authorized **Supplier** Signature

\_\_\_\_\_  
Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER  
REFERENCING THIS SOW

**APPENDIX F- SERVICE LEVEL AGREEMENTS**

Account Management							
SLA ID	Performance Metric	Description	Performance Threshold Level	Formula	Data Elements for Measurements & Reporting	Report(s)	Credits
AM-01	Customer Inquiry Response Time (CIRT)	The Contractor must return phone calls or respond to emails regarding initial request, queries, and problems within a maximum of four (4) business hours after a phone call is placed or an email is received.	95%	Response Times (RT) = Total Number of responses to inquiries that are <= 4 Business hours by Total Inquiries (TI) = Total Number of Inquiries $CIRT = (RT/TI)*100$	1. Response times for all calls by type per reporting period 2. Annual cumulative average response times by type to date 3. Total number of inquiries by type	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A
AM-02	Quote Accuracy Consistency (QAC)	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.	99%	Quote Errors (QE) = Total Number of Quotes resubmitted or modified due to errors Total Quotes (TQ) = Total Number of Quotes $QAC = \{(TQ - QE)/TQ\}*100$	1. Total number of quotes that were reprocessed, modified, or resubmitted due to errors per reporting period 2. Annual cumulative number of quotes that were reprocessed, modified, or resubmitted due to errors to date 3. Total number of quotes processed per reporting period	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A
AM-03	Quote Delivery for Catalog Items (QDCI)	The Contractor must provide quotes within two (2) business day for Hardware currently in the Contractor's catalog to the requesting agency.	100%	On-Time Catalog Item Quote Delivery (CIQD <sub>OT</sub> ) = Total Number of quotes with contractor catalog items that are delivered <= 2 Business day Total Catalog Item Quotes (TCIQ) = Total Number of quotes that consist of contractor catalog items $QDCI = (CIQD_{OT}/TCIQ)*100$	1. Total Number of quotes that consist of contractor catalog items 2. Total Number of quotes with contractor catalog items that are delivered on or before one (1) Business day per reporting period 3. Total Number of quotes with contractor catalog items that were not delivered on or before one (1) Business day per reporting period 4. Annual cumulative totals for QDCI that are not delivered on time	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A

Appendix F - Service Level Agreements.xls

<p>AM-04</p>	<p>Standard Order Delivery (OD)</p>	<p>The Contractor must make delivery within 30 days of PO execution.</p>	<p>100%</p>	<p>On-Time Order Delivery (OD<sub>OT</sub>) = Total Number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> <p>OD = (OD<sub>OT</sub>/ TOP)*100</p>	<p>1. Total number of orders processed within the reporting period</p> <p>2. Total number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>3. Total number of orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>4. Annual cumulative total for orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date</p>	<p>Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator</p>	<p>2% Initial Credit. 1% additional per week. Capped at 10% total.</p>
<p>AM-05</p>	<p>Expedited Order Delivery (OD)</p>	<p>The Contractor must make delivery within one (1) business day of mutually agreed upon delivery date in writing.</p>	<p>100%</p>	<p>On-Time Order Delivery (OD<sub>OT</sub>) = Total Number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> <p>OD = (OD<sub>OT</sub>/ TOP)*100</p>	<p>1. Total number of orders processed within the reporting period</p> <p>2. Total number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>3. Total number of orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>4. Annual cumulative total for orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date</p>	<p>Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator</p>	<p>2% Initial Credit. 1% additional per week. Capped at 10% total.</p>

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AM-06	Invoice Receipt (IR)	The Contractor must provide invoices for all orders within sixty (60) days from the order date.	100%	<p>On-Time Invoice Receipt (OR<sub>OT</sub>) = Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> <p>IR = (OR<sub>OT</sub>/ TOP)*100</p>	<ol style="list-style-type: none"> <li>1. Total number of orders processed within the reporting period</li> <li>2. Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period</li> <li>3. Total number of invoices that were not provided to the customer on or within sixty (60) days after order date during the reporting period</li> <li>4. Annual cumulative total for the total number of invoices that were not provided to the customer on or within sixty (60) days after order date</li> </ol>	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A
AM-07	Defective Hardware Replacement (DHR)	The Contractor must replace any defective or incorrectly delivered hardware at the Contractor's expense by the newly agreed upon delivery date.	100%	<p>Total Hardware Item Replacement Claims (THIRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware</p> <p>Total Hardware Items Replaced (THIR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time</p> <p>DHR = (THIR/THIRC)*100</p>	<ol style="list-style-type: none"> <li>1. Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware during the reporting period and annual cumulative totals</li> <li>2. Total number of hardware items that were replaced due to defective or incorrect hardware during the reporting period and annual cumulative totals</li> </ol>	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	2% of the defective order value initially. 1% additional per week. Capped at 10% total.

Appendix F - Service Level Agreements.xls

Service Management							
SLA ID	Performance Metric	Description	Performance Threshold Level	Formula	Data Elements for Measurements & Reporting	Report(s)	Credits

Appendix F - Service Level Agreements.xls

SM-01	Customer Satisfaction Rating (CSR)	The contractor must maintain a score of three (3) or higher on a scale of five (5) for all categories in each lot during an annual customer survey	15	<p>Annual Customer Satisfaction Rating based on survey results for each category greater than or equal to a score of three (3) on a scale of five (5).</p> <p><b>Scale</b></p> <p>1 - Poor</p> <p>2 - Fair</p> <p>3 - Good</p> <p>4 - Very Good</p> <p>5 - Excellent</p> <p>CSR = C1(Score) + C2(Score) + C3(Score) + C4(Score) + C5(Score)</p>	<p>Annual Customer Survey administered by OA will consist of the following categories:</p> <p>C1: Staff Professionalism and Courteousness</p> <p>C2: Responsiveness to customer inquiries, requests, and/or problems</p> <p>C3: Timeliness, completeness, and accuracy of quotes, orders, and invoices</p> <p>C4: Contractor is engaged providing end-to-end guidance and support from initial quote to pre and post equipment delivery</p> <p>C5: Demonstrates through actions a commitment to satisfying customer expectations and resolve problems</p>	Annual Report or as directed by the OA Contract Administrator	N/A
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# APPENDIX H - LEASE ACCEPTANCE CERTIFICATE.DOCX

## LEASE ACCEPTANCE CERTIFICATE

Purchase order number \_\_\_\_\_ dated \_\_\_\_\_ 20 \_\_\_\_\_, by and between \_\_\_\_\_ (Contractor) and \_\_\_\_\_ (Commonwealth Agency).

### ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to \_\_\_\_\_ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in RFP 6100051403 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

\_\_\_\_\_  
Commonwealth Agency

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPENDIX I - SOFTWARE LICENSE REQUIREMENTS  
AGREEMENT TEMPLATE.DOCX

SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE

PA Supplier ID Number: \_\_\_\_\_

AGREEMENT BETWEEN  
THE COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION  
AND

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This Agreement by and between \_\_\_\_\_ (Licensor) and the Commonwealth of Pennsylvania, acting by and through the Governor's Office of Administration (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

RECITALS:

WHEREAS, this Agreement sets forth the Commonwealth's Software License Requirements; and,

WHEREAS, Licensor's Software License Agreement is attached hereto as Exhibit A, and made a material part hereof by this reference; and,

WHEREAS, this document, including the Software License Agreement attached as Exhibit A, constitutes the Agreement between the Licensor and the Commonwealth; and

WHEREAS, the terms and conditions set out below in these Software License Requirements, supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached Exhibit A, which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as a material part of these Software License Requirements.
2. **Enterprise Language.** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the Licensed Product.

## APPENDIX I - SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE.DOCX

Products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”

The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 103, the terms and conditions of this Agreement apply to any purchase of Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products, including any products eligible for coverage under this Agreement where a legally executed agreement for the same covered product, regardless of version, was not in effect, even if procured by the Commonwealth prior to the effective date of the Agreement. This does not apply to Commonwealth agency agreements executed pursuant to the *Commonwealth Procurement Code*, 62 Pa. C. S. §§ 101—4102, and the *Commonwealth Attorneys’ Act*, 71 P.S. §§ 732-101—732-506.

3. **Choice of Law/Venue/Immunity.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 23 of this Agreement, the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
4. **Indemnification.** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
5. **Patent, Copyright, Trademark and Trade Secret Protection.**
  - (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (“Claim”), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, “indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any judgments,

## APPENDIX I - SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE.DOCX

finances, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this Section 5 ceases. The Licensor, at its own expense, shall provide whatever cooperation OAG request in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

## APPENDIX I - SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE.DOCX

- (d) If, in the Licensor's opinion, the Licensed Products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
  - (1) substitute functional equivalents for the alleged infringing Licensed Products; or
  - (2) obtain the rights for the Commonwealth to continue the use of such Licensed Products.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option:
  - (1) procure the right to continue use of such infringing products;
  - (2) replace them with non-infringing items; or
  - (3) modify them so that they are no longer infringing.
- (f) If use of the Licensed Products is enjoined and the Licensor is unable to do any of the preceding set forth in Section 5(e) above, the Licensor agrees to, upon return of the Licensed Products, refund to the Commonwealth:
  - (1) the license fee paid for the infringing Licensed Products, less the amount for the period of usage of any software; and
  - (2) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this Section 5 continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 5 for:
  - (1) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
  - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;



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- (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under Section 5(e) or Section 5(f) above;
  - (4) use of the Licensed Products in other than its specified operating environment;
  - (5) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
  - (6) infringement of a non-Licensor product alone;
  - (7) the Commonwealth's use of the Licensed Product beyond the scope contemplated by the Agreement; or
  - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section 5, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

6. **Virus, Malicious, Mischievous or Destructive Programming.** Licensor warrants that the Licensed Product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the Licensed Products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the Licensed Product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- (a) the Licensed Products have been installed and used by the Commonwealth in accordance with the Documentation;
- (b) the Licensed Products has not been modified by any party other than Licensor;
- (c) the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the Licensed Products and

## APPENDIX I - SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE.DOCX

has used a generally accepted antivirus software to screen the Licensed Products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the Licensed Products to conform to the warranty stated above.

7. **Limitation of Liability.** The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period prior to the event giving rise to the damage claim. This limitation does not apply to damages for:
- (a) bodily injury;
  - (b) death;
  - (c) intentional injury;
  - (d) damage to real property or tangible personal property for which the Licensor is legally liable;
  - (e) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 5; or
  - (f) damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach.

In no event will the Licensor be liable for consequential, indirect, special or punitive incidental damages unless otherwise specified in the Agreement.

8. **Payment.** The Commonwealth will make purchase through its software reseller as the Commonwealth's agent by way of a purchase order, which shall control with regard to payment amounts and provisions. The Commonwealth's reseller shall purchase Software and services from Licensor, on behalf of the Commonwealth, pursuant to purchase orders to Licensor. Upon acceptance by Licensor of such purchase orders, such purchase orders shall control as to pricing only; additional terms and conditions on such purchase orders are not applicable as the terms of this Agreement and its Exhibits shall control.

The Commonwealth's obligation is to pay its reseller in accordance with its purchase order with the Commonwealth's reseller and Licensor shall look to the Commonwealth's reseller for payment; however, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of Exhibit A, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against the Commonwealth's reseller) Licensor shall notify the Commonwealth of such default and may exercise against

## APPENDIX I - SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE.DOCX

the Commonwealth such other remedies as Licensor may have for nonpayment under Exhibit A.

### **9. Termination.**

- (a) Licensor may not terminate this Agreement, or an order from any Commonwealth agency issued pursuant to any of the Exhibits to this Agreement, for non-payment; however, as described under Section 8 above, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of Exhibit A, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against such reseller) Licensor may exercise against the specific Commonwealth agency that issued a purchase order such other remedies as Licensor may have for nonpayment under Exhibit A solely as it pertains to the specific Commonwealth agency which issued the purchase order.
- (b) The Commonwealth may terminate this Agreement without cause by giving Licensor 30 calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

### **10. Background Checks:**

- (a) Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its Agreement with the Commonwealth.

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- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended, Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

### 11. Confidentiality.

- (a) For purposes of this Agreement, "Confidential Information" of a party shall mean (1) with respect to Commonwealth, all data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or Federal laws and regulations or pursuant to any policy adopted by Commonwealth or pursuant to the terms of any third party agreement to which Commonwealth is a party and (2) with respect to Licensor, all information identified in writing by Licensor as confidential or proprietary to Licensor or its subcontractors.
- (b) All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or

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more stringent requirements for data privacy and security. The obligations in this Section 11(b) shall not restrict any disclosure by either party pursuant to any applicable law, or in accordance with the order of any court or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure) and, except to the extent provided otherwise by any applicable law, shall not apply with respect to information which:

- (1) is developed by the other party without violating the disclosing party's proprietary rights,
  - (2) is or becomes publicly known (other than through unauthorized disclosure),
  - (3) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
  - (4) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between Commonwealth and Licensor, or
  - (5) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Each party shall:
- (1) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
  - (2) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
  - (3) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
  - (4) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Each party shall bear the cost it incurs as a result of compliance with this Section 11. The obligations in this Section 11 shall not restrict any disclosure by either

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party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure).

- (e) The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
  - (1) Prepare an un-redacted version of the appropriate document, and
  - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
  - (3) Prepare a signed written statement that states:
    - 1. the attached document contains confidential or proprietary information or trade secrets;
    - 2. the Licensor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
    - 3. the Licensor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
  - (4) Submit the two documents with the signed written statement to the Commonwealth.
- (f) When the Agreement expires or terminates, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to Commonwealth's Confidential Information and/or Data, Licensor will comply with the requirements of Section 11(e), above.
- (g) Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

### **12. Agency-specific Sensitive and Confidential Commonwealth Data (If applicable).**

- (a) Licensor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of

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the Licensed Products on any Commonwealth agency facilities, the Licensor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2. This sign-off document (a sample of which is attached hereto as Attachment 3), will include a description of the nature of the data which may be implicated based on the nature of the Licensor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Licensor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Licensed Products), the Licensor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory of the Licensor authorized to bind the Licensor is valid and is hereby integrated and incorporated by reference into this Agreement.
- (c) This Section 12 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Licensor's access, to refer the Licensor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 12 are in addition to and not in lieu of other requirements of this Agreement, its Exhibits and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Licensor comply with the Commonwealth's *Requirements for Non-Commonwealth Hosting Applications/Services*, and all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Licensor shall conduct additional background checks, in addition to those required in Section 10 of this Agreement, as may be required by a Commonwealth agency in its sign-off documents. The Licensor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Agreement. The Licensor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

### 13. Sensitive Information.

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the

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information or data furnished by or about any particular person or establishment to be identified.

- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
  - (c) Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
    - (1) Maintaining a valid and up to date registrations and certifications; and
    - (2) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.
  - (d) Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.
- 14. Publicity/Advertisement.** The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 15. Portability.** The parties agree that a Commonwealth agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.
- 16. Taxes-Federal, State and Local.** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section 16 is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease



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of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

- 17. Commonwealth Audit Responsibilities.** Commonwealth will maintain, and promptly provide to Reseller upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify Reseller promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Product by more individuals than are permitted by the licensing terms applicable to the Licensed Product shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through the Commonwealth's software reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the Licensed Products through its reseller, which is equivalent to the additional users. This Section 17 sets out the sole software license audit right under this Agreement.

- 18. List of Licensed Products.** Attached hereto and made a part hereof by this reference is Attachment 1, which sets out a list of products that may be licensed under this Agreement. With the consent of Commonwealth, the list of products on Attachment 1 may be updated by Licensor providing Commonwealth with a revised Attachment 1 that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Licensor or by providing a copy of said notice to the Commonwealth's software reseller to update Attachment 1.

No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a Licensed Product to the list that requires different license terms, an amendment to this Agreement or a new agreement will be required.

- 19. Right-to-Know Law.**

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104 ("RTKL"), applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

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- (c) Upon written notification from the Commonwealth that it requires the Licensor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Licensor shall:
- (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Licensor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (d) If the Licensor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Licensor considers exempt from production under the RTKL, the Licensor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Licensor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Licensor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Licensor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Licensor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall

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hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (i) The Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.
- 20. Third party software.** If the software utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.
- 21. Attorneys' Fees.** The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.
- 22. Controversies.**
  - (a) In the event of a controversy arising from the Agreement or Purchase Order, the Licensor, within six (6) months after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
  - (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

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- (c) Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or Purchase Order.
- 23. Insurance.** Licensor shall procure and maintain at its expense or cause to be maintained by any agents, contractors and subcontractors, as appropriate, the following types of insurance or maintain such self-insurance plans as shall be sufficient to insure against any claims, covering Licensor, its employees, agents, contractors and subcontractors:
- (1) Worker's Compensation Insurance for all of Licensor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
  - (2) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.
  - (3) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$5,000,000, per accident/occurrence/annual aggregate.
  - (4) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than \$5,000,000.
  - (5) Comprehensive crime insurance in an amount of not less than \$5,000,000 per claim.
  - (6) Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under Licensor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per occurrence.

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- (b) Prior to the expiration of any then effective insurance policy, Contractor shall furnish to Commonwealth certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in this Section 23, as applicable, and naming Commonwealth as an additional insured to the extent of Licensor's indemnities contained in this Agreement. Licensor shall have included in all policies of insurance required hereunder a waiver by the insurer of all right of subrogation against Commonwealth in connection with any loss or damage thereby insured against. Such certificates or other documentation will include a provision whereby 30 days' notice must be received by Commonwealth prior to coverage cancellation or alteration of the coverage by either Licensor or its Subcontractors or the applicable insurer. Such cancellation or alteration shall not relieve Licensor of its continuing obligation to maintain insurance coverage in accordance with this Section 23.
  - (c) Licensor agrees to maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.
  - (d) Upon request to and approval by the Commonwealth, Licensor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this provision, provided the Commonwealth may request of Licensor evidence each year ,during the term of the purchase order issued under the Agreement, that Licensor has sufficient assets to cover such losses.
- 24. Federal Requirements.** If applicable, in addition to the requirements set forth in Section 12 of this Agreement, the Licensor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Licensed Products. This sign-off document (a sample of which is attached hereto as Attachment 3), in addition to any applicable requirements of Section 12 of this Agreement, will include a description of the required federal provisions, along with the applicable forms necessary for the Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the purchase order.
- 25. Signatures.** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties.

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IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

**Witness:**

**Licensor:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.*

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**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION**

See paragraph 25

**APPROVED:**

See paragraph 25  
Comptroller

**APPROVED AS TO FORM AND LEGALITY:**

See paragraph 25  
Office of Chief Counsel

See paragraph 25  
Office of General Counsel

See paragraph 25  
Office of Attorney General

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ATTACHMENT 1

**LIST OF LICENSED PRODUCTS**

With the consent of the Commonwealth, Licensor may add additional Licensed Products to this attachment by providing Commonwealth with a new copy of this Attachment 1.

**Licensed Product:**

The Licensed Product includes (list all titles covered by this agreement):



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Attachment 2

***Business Associate Agreements as provided by Agencies may differ:***

**COMMONWEALTH OF PENNSYLVANIA  
SAMPLE BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the \_\_\_\_\_ (Covered Entity) and \_\_\_\_\_ (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), [35 P.S. § 7607](#), [50 Pa. C.S. § 7111](#), [71 P.S. § 1690.108\(c\)](#), [62 P.S. § 404](#), [55 Pa. Code Chapter 105](#), [55 Pa. Code Chapter 5100](#), the *Pennsylvania Breach of Personal Information Notification Act*, [73 P.S. § 2301--2329](#), all as amended, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and,

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with this Agreement and the standards established by applicable laws and agency guidance; and

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and other applicable laws and agency guidance.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

**1. Definitions.**

- (a) **“Business Associate”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) **“Covered Entity”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

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- (c) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (d) **“HITECH Act”** shall mean the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (e) **“Privacy Rule”** shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (f) **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (g) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (h) **“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

**2. Stated Purposes For Which Business Associate May Use or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement:

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**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- (a) **Limits on Use and Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Addendum, as requested by Covered Entity, or as required by law and agency guidance.

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- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- (c) **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to \_\_\_\_\_ at \_\_\_\_\_, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- (d) **Reports on Security Incidents.** In addition to following the breach notification requirements in section 13402 of the *Health Information Technology for Economic and Clinical Health Act of 2009* (“HITECH Act”), as amended, and related regulations, the Privacy Rule, the Security Rule, agency guidance and other applicable federal and state laws, Business Associate shall report to \_\_\_\_\_ at \_\_\_\_\_, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (e) **Subcontractors and Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains substantially the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.
- (f) **Right of Access to PHI.** Business Associate shall allow, for any PHI maintained in a designated record set, Covered Entity to have access to and copy an individual’s PHI within **five (5) business days** of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such

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other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide Covered Entity with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and Covered Entity. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five (5) business days. Business Associate shall further conform with all of the requirements of [45 C.F.R. § 164.524](#) and other applicable laws, including the HITECH Act, as amended, related regulations and agency guidance. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this Section 3(f).

- (g) **Amendment and Incorporation of Amendments.** Within five (5) business days of receiving a written request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with [45 C.F.R. § 164.526](#), applicable federal and state law, including the HITECH Act, as amended and related regulations, the Privacy Rule, the Security Rule and agency guidance. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- (h) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule (all as amended) in accordance with [45 C.F.R. § 164.528](#) and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the Covered Entity within five (5) business days of a written request for an accounting of disclosures. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this Section 3(h).
- (i) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business associate shall otherwise comply with the Privacy Rule, as

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amended, and other applicable statutory and regulatory requirements and agency guidance.

- (j) **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) **Return or Destruction of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (l) **Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under the various documentation requirements of this Agreement (such as those in Section 3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- (m) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or applicable laws and agency guidance.
- (n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, applicable laws or agency guidance.
- (o) **Grounds for Breach.** Non-compliance by Business Associate with this Agreement or the Privacy or Security Rules, as amended, is a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Commonwealth may elect to terminate Business Associate's contract for such breach.
- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole

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discretion, that the Business Associate has violated a material term of this Agreement.

- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide Business Associate with all applicable forms, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall make reasonable endeavors to implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in [45 C.F.R. § 164.520](#).

#### 4. OBLIGATIONS OF COVERED ENTITY:

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with [45 C.F.R. § 164.522](#), as amended, and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) **Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule, all as amended, if done by Covered Entity.

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5. MISCELLANEOUS:

- (a) **Regulatory References.** A reference in this Addendum to a section in HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule refers to the most current version of the section in effect or as amended.
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time in order to ensure compliance with the requirements of the HIPAA, HITECH and related regulations, the Privacy Rule, the Security Rule and any other applicable law, all as amended.
- (c) **Conflicts.** In the event that any terms of this Agreement are inconsistent with the terms of the Agreement, then the terms of this Agreement shall control.

**Attachment 3**

**Sign-Off Document No. [redacted], under Agreement No. [redacted]  
Between  
[Licensor [redacted]]. and the Commonwealth of PA, [Agency]  
[Licensor [redacted]] Agency-level Deployment**

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Software License Requirements Agreement No. [redacted] between the Commonwealth and [redacted] (Licensor)., and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):
2. Nature of Data implicated or potentially implicated:
3. Agency Policies to which Licensor. is subject (incorporated by reference):
4. Background checks (describe if necessary):
5. Additional requirements (describe with specificity):
6. Is Licensor. a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

**Agency Contact Person signature and Date:** \_\_\_\_\_

**[Licensor [redacted]]  
Authorized Signatory and Date:** \_\_\_\_\_



# Appendix J - PDAA Assessment.docx

## Policy Driven Adoption for Accessibility (PDAA): Vendor Self-Assessment

This assessment allows vendor organizations to describe how they are currently implementing digital accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization.

The assessment is not a substitute for other requested accessibility information such as VPATs. For additional information, contact Raymond Jaime, Issuing Officer @RA-GSITPROCUREMENT@pa.gov.

### Section 1: Organization information

Organization Name:

Organization Address:

Responder Contact Information:

Date Assessment Completed

### Section 2: Organization Type

My organization is a (choose one or more if applicable):

- Manufacturer: My organization develops and sells its own digital products / services
- Service Provider: My organization sells IT development services
- Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS third party products

### Section 3: PDAA Core Criteria Assessment

For each criterion, please select the one status statement that is most relevant to your organization today.

*Develop, implement, and maintain a digital accessibility policy.*

- My organization has no plan to have a digital accessibility policy. (If selected, skip to next section, or provide comments at the end of this section)
  - a. *Having a digital accessibility policy.*
    - My organization is developing a digital accessibility policy.
    - My organization is finalizing a digital accessibility policy.
    - My organization has approved a digital accessibility policy.
  - b. *Having appropriate plans in place to implement and maintain the policy.*
    - My organization is developing plans to implement our digital accessibility policy and ensure that it is maintained.
    - My organization has completed planning for initial implementation and maintenance of our accessibility policy.
    - My organization has approved plans for accessibility policy implementation and maintenance.

## Appendix J - PDAA Assessment.docx

- c. Establishing metrics and tracking progress towards achieving compliance to the policy.
- My organization is identifying metrics that can be used to gauge policy compliance.
  - My organization is collecting metrics and has begun designing progress reporting based on them.
  - My organization is tracking progress on policy adoption and continues to refine the metrics.
- d. Comments (Provide any comments or additional information on defining, implementing, and maintaining a digital accessibility policy here.)

*Establish and maintain an organizational structure that enables and facilitates progress in digital accessibility.*

- My organization has no plan to develop a governance system to support digital accessibility. (If selected, skip to next section, or provide comments at the end of this section.)
- a. Developing an organization wide governance system.
- My organization is investigating opportunities to improve organization wide governance for digital accessibility.
  - My organization is finalizing plans that will result in an organization wide governance system.
  - My organization has approved plans for an organization wide governance system.
- b. Designating one or more individuals responsible for implementation.
- My organization has identified key individuals in the implementation process.
  - My organization has assigned implementation duties and responsibilities to appropriate individuals.
- c. Implementing reporting/decision mechanism and maintain records.
- My organization is developing tools and procedures for tracking digital accessibility issues.
  - My organization is tracking and keeping records of digital accessibility reporting and decisions.
  - My organization uses reports to make organizational changes to improve digital accessibility.
- d. Comments (Provide any comments or additional information on establishing and maintaining an organizational structure here.)

Integrate digital accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

- **Manufacturers:** Address processes that pertain to your development of digital products.
- **Service providers:** Address processes that pertain to your development of digital services.
- **Integrators:** Address processes that pertain to your integration services and solutions.
- **Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings.

## Appendix J - PDAA Assessment.docx

My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section, or provide comments at the end of this section.)

a. Identifying candidate processes for criteria integration.

- My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
- My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
- My organization has approved plans to integrate accessibility criteria into these processes.

b. Implementing process changes.

- My organization has begun modifying its key business processes to integrate accessibility criteria.
- My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
- My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

c. Integrate fully into all key processes.

- My organization has fully integrated accessibility criteria into all its key business processes and is using these processes to improve the accessibility of its product / service offerings.
- My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

d. Comments (Provide any comments or additional information on integrating digital accessibility criteria into processes here.)

*Provide processes for addressing inaccessible digital content.*

- **Manufacturers:** Address processes that pertain to your development of digital products in a, b, c, and d.
- **Service providers:** Address processes that pertain to your development of digital services in a, b, c, and d.
- **Integrators:** Address processes that pertain to your integration services and solutions in a, b, c, and d.
- **Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in e.

We do not have plans to provide processes for bringing digital content developed and sold by our organization into accessibility compliance. (If selected, skip to next section, or provide comments at the end of this section.)

a. Creating plans that include dates for compliance of inaccessible digital content.

- We are developing plans to identify, and test digital content developed and sold by our organization.

## Appendix J - PDAA Assessment.docx

- We have begun identifying and testing for accessibility in digital products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible digital content into compliance.
  - We perform accessibility testing on all products / serviced developed and sold by our organization and have plans in place that include dates for bringing inaccessible digital content into compliance.
- b. Providing alternate means of access until the digital content is accessible.
- We do not have plans for providing alternate means of access for our organization's digital offerings.
  - We are developing plans for providing alternate means of access for our organization's digital offerings.
  - We are implementing methods providing alternate means of access for our organization's digital offerings.
  - We have fully implemented a repeatable process for providing alternate means for our organization's digital offerings.
- c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects
- We are developing a corrective actions process for handling accessibility technical issues and defects.
  - We are implementing a corrective actions process for handling accessibility technical issues and defects.
  - We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
- d. Maintaining records of identified inaccessible digital content, corrective action, and tracking.
- We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
  - We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.
- e. Maintaining records of identified inaccessible digital content, corrective action, and tracking.  
(Catalogue Vendor/Reseller only)
- We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

## Appendix J - PDAA Assessment.docx

- We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
- We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization and use this system to improve the accessibility of our offerings.

f. Section 4 Comments (Provide any comments or additional information on this section here.)

*Ensure the availability of relevant digital accessibility skills within (or to) the organization.*

- We do not have plans in place to define, identify existing, or acquire digital accessibility skills. (If selected, skip to next section, or provide comments at the end of this section.)
  - a. Defining skills/job descriptions.
    - We have defined general skills and knowledge needs for digital accessibility.
    - We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
    - We have mapped key accessibility skills and knowledge needs to specific fields of practice.
  - b. Identifying existing resources that match up and address gaps.
    - We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
    - We have organized the gaps in order of priority.
  - c. Managing progress in acquiring skills and allocating qualified resources.
    - We have a high-level management plan in place to acquire accessibility skills and/or allocate those resources.
    - We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
    - We have developed a process to track resource training and augmentation.
    - All resources have the appropriate skills and continuous monitoring and improvement systems are in place.
  - d. Comments (Provide any comments or additional information on the availability of relevant digital accessibility skills within the organization here.)

*Make information regarding digital accessibility policy, plans, and progress available to customers.*

- We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section, or provide comments at the end of this section.)
  - Our digital accessibility policy is publicly available.
  - Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.

## Appendix J - PDAA Assessment.docx

- We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
- Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.
- We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
- We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
- We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Comments (Provide any comments or additional information on making digital accessibility policy, plans and progress available to customers here.)

## Event Summary - Enterprise Modular Servers

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<b>Supplier:</b>	Public Advertising Supplier	<b>Type</b>	Request for Proposal
<b>Number</b>	RFP 6100051403	<b>Stage Title</b>	-
<b>Organization</b>	CommonwealthPA	<b>Currency</b>	US Dollar
<b>Exported on</b>	11/16/2021	<b>Exported by</b>	Complex Procurement
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	No	<b>Bid Total</b>	0.00 USD

## Event Dates

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<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	7/7/2021 1:00 PM EDT
<b>Close</b>	8/11/2021 1:00 PM EDT
<b>Sealed Bid</b>	8/11/2021 1:00 PM
<b>Question Submission Close</b>	8/4/2021 12:00 PM EDT

## Q&A Board

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### Subject = Award Qualification

### Public Thread

Q: Will a WBD, SBD bidder that is headquartered in New Jersey be able to participate in this RFP?

Question added by: Anonymous

8/4/2021 9:17 AM EDT

A: Please review RFP Description Item # . Small Business Reserve. The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Pennsylvania Department of General Services' self-certification process found at [www.smallbusiness.pa.gov](http://www.smallbusiness.pa.gov) are eligible to submit a bid and be awarded a contract in response to this RFP In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response. There is no in-state requirement for participation in the BDISBO Small Business Program. You can follow this link to the BDISBO Small Business Self Certification webpage which provides instructions on the self-certification process. <https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>. You may also reference the Small Business Application Guide (attachment to this email) to assist you in the registration process.

Answered by: Raymond Jaime

8/4/2021 11:24 AM EDT

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### Subject = Appendix D- Cost Submittal

### Public Thread

Q: The Commonwealth has requested 512 GB (4x128GB) of Optane Memory and 2 TB of RAM in its high-end configuration. The specific processor listed in the RFP, i.e., Intel Xeon 8353H, like most of Intel's high-end processors, has very specific memory DIMM rules. The current requested configuration is not allowed by Intel's memory rules. For Optane Memory on a 4-socket system, there is a requirement for 6 Optane Memory DIMMs per CPU, making the minimal configuration 24 x 128GB (3TB) Optane in App Direct Mode, and then 24 RAM modules for system memory - the system memory can be either 768GB (24 x 32GB) or 1.5TB (24 x 64GB). Because of the Intel technology changes in generation 3 of their processors, we wanted to ensure that the configurations presented were what you expected to review and fully meet your needs. We would recommend doing one of the memory configurations above for the RFP comparison effort.

Question added by: Raymond Jaime

7/30/2021 3:16 PM EDT

A: The Commonwealth has updated the Appendix D - Cost Submittal 7.30.2021, Line Item # 15 Flash to 3 TB Intel Optane DC Persistent Memory .Vendor to determine quantity and size of DIMMS to equal the amount requested. Appendix D Cost Submittal 7.30.2021 will be added to the Buyer Attachments Section in JAGGER as an amendment.

Answered by: Raymond Jaime

7/30/2021 3:16 PM EDT

---

### Subject = Manufacturer Authorization Letter - V.A page 8

### Public Thread

Q: The question states that the Offeror must submit a Manufacturer Authorization Letter "unless the Offeror is the OEM." Given this is a small business procurement and the size of manufacturers, will OEMs be allowed to bid?

Question added by: Anonymous

7/20/2021 11:44 AM EDT

A: All Offerors must meet the requirements as defined in the JAGGAER Description Section 6, Small Business Reserve.

Answered by: Raymond Jaime

7/22/2021 10:48 AM EDT

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### Subject = SB Requirement and Subcontracting

### Public Thread

Q: Will the State allow for a reseller to respond in conjunction with a small business partner?

Question added by: Anonymous

7/20/2021 10:32 AM EDT



A: DGS self-certified Small Businesses may partner with OEMs or resellers when submitting a response to this RFQ, so long as all of the requirements of the RFQ are met.

Answered by: Raymond Jaime

7/22/2021 12:12 PM EDT

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**Subject = SB Requirement and Subcontracting**

**Public Thread**

Q: Most States allow resellers to meet local, minority business requirements through subcontracting, and thus allowing for: • Access to resellers with a larger variety of products and options for services at significantly more competitive prices than smaller vendors may have; • Assurance that small businesses don't exceed the revenue cap requirement while enabling them to retain small business classification; • A fair and level playing field of small businesses with a focus on their specialty areas; • More diverse field of small businesses able to participate equitably . . . . . will the State allow for small businesses to respond as a subcontractor with a non-small business partner?

Question added by: Anonymous

7/20/2021 10:32 AM EDT

A: The Commonwealth has designated this a Small Business Reserve procurement. Therefore, only DGS self-certified Small Businesses are eligible for award. To the extent you are asking whether the Commonwealth will agree to modify this requirement to allow award to non-DGS self-certified Small Businesses, the answer is no. The Commonwealth also runs goal setting programs which calculates contract specific goals for Small Diverse and Veteran Business utilization (which can be met through subcontracting commitments); however, the Commonwealth has determined not to utilize those programs for this particular procurement.

Answered by: Raymond Jaime

7/22/2021 10:52 AM EDT

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**Subject = Scope**

**Public Thread**

Q: What is the estimated annual value of this contract?  
A: This information is not readily available.

Question added by: Anonymous

7/20/2021 10:29 AM EDT

Answered by: Raymond Jaime

7/22/2021 2:05 PM EDT

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**Subject = Experience Requirement**

**Public Thread**

Q: Can the requirements for "three references and three years of experience" be met by a subcontractor?  
A: This requirement must be met by the Offeror.

Question added by: Anonymous

7/20/2021 10:29 AM EDT

Answered by: Raymond Jaime

7/20/2021 11:47 AM EDT

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**Subject = Qualifications and Finances**

**Public Thread**

Q: Must the Prime Contractor's business and personal revenue equal the total bid amount?  
A: The cost submitted must be the total cost of the supplies and services required by the RFP and to be provided to the Commonwealth.

Question added by: Anonymous

7/20/2021 10:28 AM EDT

Answered by: Raymond Jaime

7/20/2021 11:56 AM EDT

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**Subject = Cost score**

**Public Thread**

Q: Will the cost score be based of discount off list percentage, end cost, or a combination of both?  
A: Yes, the cost score will include the discounts supplied in cells B18 and B19 in the Summary tab of Appendix D - Cost Submittal. The cost evaluation will be based on cell B28 of Appendix D - Cost Submittal.

Question added by: Anonymous

7/19/2021 2:49 PM EDT

Answered by: Raymond Jaime

7/22/2021 12:09 PM EDT

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**Subject = Optional Services Question**

**Public Thread**

Q: Under Optional Services, there is a request for pricing for data transfer of units of 10 GB, with an average of 20 data transfers per year. This is a very small amount of data. What is the average total amount of data that you transfer between hosts or between storage devices per project?  
A: This information is not readily available.

Question added by: Anonymous

7/16/2021 4:32 PM EDT

Answered by: Raymond Jaime

7/22/2021 2:04 PM EDT

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**Subject = Solicitation RFP 6100051403****Public Thread**

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Q: If the SB is currently certified at the time of response but goes over the 100 employee and 38.5M and the contract is renewed, will they be eligible for a contract extension?

Question added by: Anonymous

7/15/2021 3:12 PM EDT

A: The prime contractor must be a DGS self-certified Small Business as of the proposal due date and time. If, at the end of the initial contract term, the prime contractor is ineligible for DGS self-certification as a Small Business due to exceeding the employee or revenue limits, they will still be eligible for a contract extension.

Answered by: Raymond Jaime

7/16/2021 3:38 PM EDT

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**Subject = Appendix D – Server (High) - Memory****Public Thread**

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Q: If the configuration is to be updated to allow for Optane DC persistent memory (DCPMM) to be used, please include which DCPMM mode (App Direct vs Memory Mode) and the desired ratio of DRAM:DCPMM that should be provided as standard.

Question added by: Anonymous

7/15/2021 8:09 AM EDT

A: This would be determined at time of purchase. Each specific requirement will be specified on the Appendix E, Statement of Work.

Answered by: Raymond Jaime

7/22/2021 10:44 AM EDT

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**Subject = Appendix D – Server (High)****Public Thread**

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Q: The Skylake processor series does not have support for Optane DC persistent memory. Please advise a replacement processor.

Question added by: Anonymous

7/15/2021 8:08 AM EDT

A: The Commonwealth has replaced the 6138 processor with the Intel Xeon Platinum 8353 processor. The Appendix D Cost Matrix has been updated to reflect this change and will be posted to the Buyer Attachments section in JAGGER as an amendment to the RFP.

Answered by: Raymond Jaime

7/22/2021 10:44 AM EDT

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**Subject = Appendix D – Server (Low) – Power****Public Thread**

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Q: The specification states that redundant power is optional. Does that mean that capability is required for the redundant power, but a second power supply does not need to be included?

Question added by: Anonymous

7/15/2021 7:43 AM EDT

A: This would be determined at time of purchase. Each specific requirement will be specified on the Appendix E, Statement of Work."

Answered by: Raymond Jaime

7/22/2021 12:16 PM EDT

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**Subject = Appendix D - Server (Low) – Processor****Public Thread**

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Q: The Intel Xeon Bronze 3204 processor specified, while capable of running as a single socket, is designed for a two-socket system. Since cost is the important metric in this category, would the Commonwealth prefer to specify a E-2xx processor, which is designed for a single socket system.

Question added by: Anonymous

7/15/2021 7:42 AM EDT

A: The Commonwealth does not prefer to change this processor.

Answered by: Raymond Jaime

7/22/2021 12:15 PM EDT

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**Subject = Solicitation RFP 6100051403****Public Thread**

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Q: 3. In the high performance server build you ask for 1TB of RAM, however this is not a balanced configuration and will suffer some performance loss. In addition this creates challenges with how the Optane Persistent Memory (PMEM) is used. Memory should be utilized in blocks of 24 or 48 for a balanced configuration. Since you are using PMEM would 24x32GB DRAM DIMMs be acceptable? That would give you 768GB of RAM vs 1TB. If not, would you like to specify another balanced or near balanced configuration?

Question added by: Anonymous

7/14/2021 11:36 AM EDT

A: The Commonwealth has replaced the 1TB of RAM , with 2TB of RAM. The Appendix D Cost Matrix has been updated to reflect this change and will be posted to the Buyer Attachments section in JAGGER as an amendment to the RFP.

Answered by: Raymond Jaime

7/22/2021 10:30 AM EDT

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**Subject = Solicitation RFP 6100051403**

**Public Thread**

Q: 2. Since this is a 4 socket server, is there a reason you are asking for 2x256GB Optane Persistent Memory, vs 4x128GB which would better balance the memory and would come at a cheaper cost?

Question added by: Anonymous

7/14/2021 11:36 AM EDT

A: The Commonwealth has replaced the 2x256GB Optane Persistent Memory, to 4x128GB. The Appendix D Cost Matrix has been updated to reflect this change and will be posted to the Buyer Attachments section in JAGGER as an amendment to the RFP.

Answered by: Raymond Jaime

7/22/2021 10:26 AM EDT

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**Subject = Solicitation RFP 6100051403**

**Public Thread**

Q: 1. In the high performance server build you ask for 2x256GB Intel Optane DC Persistent Memory, however the CPU (6138T) does not support persistent memory. Should a 6238 processor be substituted? This processor is from the Cascade Lake Family and does support Optane. If not, would you like to suggest another valid processor, or should we not quote the persistent memory in the build?

Question added by: Anonymous

7/14/2021 11:36 AM EDT

A: The Commonwealth has replaced the 6138 processor with the Intel Xeon Platinum 8353 processor. The Appendix D Cost Matrix has been updated to reflect this change and will be posted to the Buyer Attachments section in JAGGER as an amendment to the RFP.

Answered by: Raymond Jaime

7/22/2021 10:25 AM EDT

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**Subject = Low End vs High End Discounts**

**Public Thread**

Q: Please define how the Offeror or agency will determine what server is high-end or low-end for discount purposes – e.g., 2 socket server will receive the low end or high end discount levels?

Question added by: Anonymous

7/14/2021 7:57 AM EDT

A: 1-2 socket systems with average memory would be low end and 4 socket would be considered high end.

Answered by: Raymond Jaime

7/16/2021 12:27 PM EDT

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**Subject = Client References – Page 4, III.B.(1)**

**Public Thread**

Q: The RFP requires project references outside the Commonwealth of Pennsylvania. If a Small Business Offeror has significant experience and references with agencies (both Governor's jurisdiction and related agencies) inside the Commonwealth but has not had projects within the last three years outside the Commonwealth, will this preclude the ability to bid on this contract?

Question added by: Anonymous

7/14/2021 7:56 AM EDT

A: The reference requirements of A(1) remain as stated in the RFQ. Please note that "outside the Commonwealth" refers to businesses or entities outside of Commonwealth agencies as defined by the Commonwealth Procurement Code. Such businesses or entities may be both within or outside of the Commonwealth's borders.

Answered by: Raymond Jaime

7/19/2021 2:34 PM EDT

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**Subject = Asset Flexibility**

**Public Thread**

Q: It is our understanding that the server configurations listed in the cost section are for comparative purposes and that all models of the OEM's server line will be available on this contract at the proposed discount off of list. If this is the case, model substitutions and standard configuration reviews will not be necessary. Is this understanding correct?

Question added by: Anonymous

7/14/2021 7:56 AM EDT

A: Configuration review would still be required to make sure compatibility issues with systems are not encountered. This would continue to be done in cooperation with the awarded suppliers.

Answered by: Raymond Jaime

7/16/2021 12:26 PM EDT

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**Subject = Small Business****Public Thread**

Q: Are there requirements for the small business to have a specific UNSPSC code or business type as specified by the BDISBO?

Question added by: Anonymous

7/14/2021 7:55 AM EDT

A: No, there are no requirements for the prime offeror to have a specific identified UNSPSC code or business type. Because this is a Small Business Reserve procurement, offerors must be DGS self-certified Small Business in order to be eligible for award.

Answered by: Raymond Jaime

7/16/2021 12:24 PM EDT

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**Subject = Technical Submittal****Public Thread**

Q: Sections V.A – V.J do not appear to require a response from the Offeror. Please confirm.

Question added by: Anonymous

7/14/2021 7:54 AM EDT

A: That is correct. As outlined in the RFP Description in JAGGER Section 6. Small Business Reserve, (SBR) The Commonwealth identified this procurement as fitting the established criteria under the Small Business Procurement Initiative set forth in Executive Order 2011-09. Accordingly, only those bidders who are certified as a Small Business through the Department of General Services' self-certification process found at [www.smallbusiness.pa.gov](http://www.smallbusiness.pa.gov) are eligible to submit a bid and be awarded a contract in response to this RFP. In order to be eligible to receive an award in response to this procurement, the bidder must be certified at the time of bid opening and include a copy of the certification in the bid response.

Answered by: Raymond Jaime

7/16/2021 12:23 PM EDT

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**Subject = Options – Cost Section****Public Thread**

Q: Is the expectation that the options in Appendix D – Cost Submittal would be installed at the time of order as an addition to the base models?

Question added by: Anonymous

7/14/2021 7:52 AM EDT

A: The application of each option will be specified on Appendix E, Statement of Work which would be attached to the quote and become part of the purchase order.

Answered by: Raymond Jaime

7/16/2021 12:21 PM EDT

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**Subject = Hyperconverged****Public Thread**

Q: Does this modular server RFP include hyperconverged servers?

Question added by: Anonymous

7/14/2021 7:52 AM EDT

A: No

Answered by: Raymond Jaime

7/16/2021 12:20 PM EDT

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**Subject = VPAT****Public Thread**

Q: Will the Commonwealth allow the Offeror to provide links to OEM VPATs in order to reduce the volume of the response?

Question added by: Anonymous

7/14/2021 7:52 AM EDT

A: No.

Answered by: Raymond Jaime

7/16/2021 12:36 PM EDT

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**Subject = PDAA Assessment****Public Thread**

Q: The PDAA is a new concept for this Offeror. Would the Commonwealth consider providing education to the Offerors to allow growth in this area, as well as compliance with the Commonwealth's requirements?

Question added by: Anonymous

7/14/2021 7:51 AM EDT

A: Per Technical Submittal V.R.(3) the Offeror shall provide "A completed Policy Driven Adoption for Accessibility (PDAA) Assessment using the template found in Appendix J – PDAA Assessment." During negotiations the Commonwealth will consider accessibility growth for the selected Offeror.

Answered by: Raymond Jaime

7/16/2021 12:17 PM EDT

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**Subject = Waiver Approvals****Public Thread**

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Q: Technical Submittal – Since all servers use the same rack measurements (1U, 2U, etc.), will the Commonwealth provide an example of when floor space may not allow the purchase of the Best Value solution, but would allow purchasing of a competitive solution?

Question added by: Anonymous

7/14/2021 7:51 AM EDT

A: Per Section C(2) of the revised Technical Submittal, Commonwealth agencies may require storage and staging per each individual procurement. Each specific requirement will be specified on the Appendix E, Statement of Work.

Answered by: Raymond Jaime

7/22/2021 10:23 AM EDT

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**Subject = Waiver Approvals****Public Thread**

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Q: Technical Submittal – Can the Commonwealth provide what staff knowledge area deficiencies that would hinder the purchase of the Best Value product, since Windows, Linux and VMware software are standard across the Commonwealth (page 3)?

Question added by: Anonymous

7/14/2021 7:50 AM EDT

A: An example would be OEM specific controllers and system add-ons that might be unique to an OEM and required to meet an application or business requirement.

Answered by: Raymond Jaime

7/16/2021 12:19 PM EDT

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**Subject = Environment Definition****Public Thread**

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Q: Technical Submittal – Expansion of Existing Environment – Can the Commonwealth define what it considers as an “environment” (page 2)?

Question added by: Anonymous

7/14/2021 7:49 AM EDT

A: An environment consists of a set of systems that support a particular application or business service.

Answered by: Raymond Jaime

7/16/2021 12:36 PM EDT

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**Subject = 50% Requirement****Public Thread**

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Q: Expansion – Technical Submittal – Purchasing Scenarios – In this scenario is the number of servers considered the number for a particular agency, data center, software application (page 2)?

Question added by: Anonymous

7/14/2021 7:47 AM EDT

A: The number of servers considered is for a particular agency

Answered by: Raymond Jaime

7/16/2021 12:35 PM EDT

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**Subject = 50% Requirement****Public Thread**

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Q: Technical Submittal – Purchasing Scenarios – the 50% requirement first referenced on the bottom of page 1 is defined but doesn't seem to be referenced in another place. Can the Commonwealth provide an explanation of when this definition would be needed?

Question added by: Anonymous

7/14/2021 7:46 AM EDT

A: The 50% requirement is defined and identified for refresh and expansion. It covers anything but net new environments.

Answered by: Raymond Jaime

7/16/2021 12:33 PM EDT

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**Subject = Server Types****Public Thread**

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Q: Technical Submittal section 1. Project Description – The Commonwealth specifies modular server hardware. Is this RFP limited to Intel and AMD based server hardware or are mainframe and midrange servers also included?

Question added by: Anonymous

7/14/2021 7:45 AM EDT

A: This RFP is for Intel and AMD based servers only. Mainframe and midrange servers are not included.

Answered by: Raymond Jaime

7/16/2021 12:31 PM EDT

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**Subject = Past Performance References****Public Thread**

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Q: Will COPA accept Federal Past performances as acceptable when it meets the requirements as outlined in the RFQ for COPA?

Question added by: Anonymous

7/9/2021 4:24 PM EDT

A: In reference to section III.B. of the Technical Submittal, the performance can be private or public sector in nature so long as the project was of a similar size and scope.

Answered by: Raymond Jaime

7/16/2021 12:15 PM EDT

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**Subject = Diversity****Public Thread**

Q: Is there a women-owned or minority-owned requirement?

Question added by: Anonymous

7/9/2021 11:51 AM EDT

A: In order to be eligible for contract award, a prime contractor must be a DGS self-certified Small Business. There is no requirement that women-owned or minority-owned businesses be utilized on this contract.

Answered by: Raymond Jaime

7/9/2021 3:48 PM EDT

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**Subject = SB Qualifications****Public Thread**

Q: If the SB responding does not have the required 3 years experience reselling servers, will they be disqualified?

Question added by: Anonymous

7/9/2021 11:50 AM EDT

A: Any Small Business prime offeror responding to this procurement must meet the minimum requirements of the procurement. There are no waivers or exceptions for Small Diverse Businesses for the minimum requirements.

Answered by: Raymond Jaime

7/9/2021 3:48 PM EDT

---

**Subject = SB Qualifications****Public Thread**

Q: If the SB responding does not have the required 1 year of experience selling to a large state government, will they be disqualified?

Question added by: Anonymous

7/9/2021 11:48 AM EDT

A: Any Small Business prime offeror responding to this procurement must meet the minimum requirements of the procurement. There are no waivers or exceptions for Small Diverse Businesses for the minimum requirements.

Answered by: Raymond Jaime

7/9/2021 3:49 PM EDT

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**Subject = SB Qualifications****Public Thread**

Q: If the SB responding does not have the required staging and storage space, will they be disqualified?

Question added by: Anonymous

7/9/2021 11:47 AM EDT

A: Per Section C(2) of the revised Technical Submittal, Commonwealth agencies may require storage and staging per each individual procurement. Each specific requirement will be specified on the Appendix E, Statement of Work.

Answered by: Raymond Jaime

7/16/2021 12:30 PM EDT

Q: Section C (11) in the Technical Submittal states: "(11) Supply Chain Management/Managed Logistics. The selected Offeror must provide staging and storage at no additional cost..." Per another answer stating "no warehousing requirements", will storage and staging not be required?

Question added by: Anonymous

7/9/2021 7:22 PM EDT

A: Per Section C (2) of the revised Technical Submittal, Commonwealth agencies may require storage and staging per each individual procurement. Each specific requirement will be specified on the Appendix E, Statement of Work.

Answered by: Raymond Jaime

7/16/2021 12:14 PM EDT

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**Subject = SB****Public Thread**

Q: If the contract value over the year exceeds the maximum revenues for SB certification or puts the SB over the threshold due to their current revenues, will the SB lose their certification?

Question added by: Anonymous

7/9/2021 11:46 AM EDT

A: The revenue thresholds for SB self-certification are based upon a three-year average. Therefore, a company will not necessarily lose their SB self-certification if the contract value exceeds \$38.5 million in one year.

Answered by: Raymond Jaime

7/9/2021 3:51 PM EDT

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**Subject = Warehousing****Public Thread**

Q: What will the warehousing length requirements be?	Question added by: Anonymous	7/8/2021 8:56 PM EDT
A: There will be no warehousing length requirements. Section C(11) in the Technical Submittal states that "The selected Offeror must provide staging and storage at no additional cost." Each specific requirement will be specified on the Appendix E, Statement of Work.	Answered by: Raymond Jaime	7/22/2021 10:20 AM EDT

**Subject = Warehouse**

**Public Thread**

Q: How much storage space will be required at no cost?	Question added by: Anonymous	7/8/2021 8:55 PM EDT
A: The commonwealth does not understand the context of the question.	Answered by: Raymond Jaime	7/9/2021 3:51 PM EDT

**Subject = Veteran-Owned**

**Public Thread**

Q: Is there a Veteran-Owned requirement?	Question added by: Anonymous	7/8/2021 8:54 PM EDT
A: There are no Veteran Business Enterprise Participation goals set for this procurement, or any requirements to utilize or otherwise subcontract to Veteran Business Enterprises. However, all Veteran Business Enterprises qualify as DGS self-certified Small Businesses and are eligible for award of the Small Business Reserve prime contract.	Answered by: Raymond Jaime	7/9/2021 3:52 PM EDT

**Subject = Single OEM**

**Public Thread**

Q: In the Project Description the Commonwealth states that each Offeror shall propose a single OEM. The Commonwealth has a history of contracts that allow an Offeror to provide equipment from multiple OEMs, including the Networking Equipment and Related Services Contract (6100045034). Will the Commonwealth consider allowing a single Offeror to propose multiple OEMs?	Question added by: Anonymous	7/8/2021 2:27 PM EDT
A: No, the Commonwealth will not consider allowing a single offeror to propose multiple OEMS.	Answered by: Raymond Jaime	7/9/2021 3:52 PM EDT

**Subject = Budget and Timeline**

**Public Thread**

Q: What is the estimated funding source, or budget for this project? Has funding been secured, or is that expected to take place at a later date? Is there a timeline for when this project must be started or awarded? Thanks in advance!	Question added by: Anonymous	7/8/2021 9:05 AM EDT
A: Offeror submitting questions must submit each individual question in a single question format, failure to do so will result in the question(s) being returned to that offeror to resubmit in a single question format in order to be answered clearly and concisely	Answered by: Raymond Jaime	7/8/2021 10:32 AM EDT

**TECHNICAL SUBMITTAL**

**RESPONSE TO**

**REQUEST FOR PROPOSALS FOR**

**ENTERPRISE MODULAR SERVERS**

**RFP NUMBER**

**6100051403**

**August 11, 2021**

**1:00 PM**



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**I. Project Description.**

**Project Description.** The Commonwealth is looking for Offerors to provide modular server hardware as well as associated installation, service integration, and support services (“Project”). Each Offeror shall only propose a single OEM. Only one Offeror will be awarded per OEM. Of the awarded Offerors, the highest scoring Offeror will be chosen as the Best Value Contract. Contracts that were not deemed as the Best Value Contract will be referred to as Secondary Contracts. The contract would not limit the Commonwealth in seeking competitive pricing for both on-premise infrastructure and cloud infrastructure as required by the OA/OIT technology and support needs

**Purchasing Scenarios:**

**Net New Environment:** To be defined as new installation that does not include expansions, replacement, or repair. The Best Value Contract is to be used for installations of server hardware in net new environments in the Commonwealth. If the Best Value Contractor is unable to meet the specific technical requirements (to include but not be limited to integration, compatibility, existing staff knowledge, etc.), a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 and the Department of General Services Chief Procurement Officer in order to procure from a Secondary Contractor.

**One for One Replacement/Refresh:** No waiver is required. In order to procure a one for one replacement (example: Agency currently has 10 units, needs to replace 2 units, procures 2 units to remain at 10 units total), Agencies are to choose from either of the options below:

1. Procure from the Best Value Contractor, regardless of OEM.
2. Procure from a Secondary Contractor so long as they have been awarded a contract for the OEM hardware being replaced.

**Replacement/Refresh with Reduction:** No waiver is required. In order to procure a server refresh that involves a reduction of total server units in an environment (example: Agency currently has 10 units, needs to replace 2 units, procures 1 unit with greater capacity to now only have 9 units total), Agencies are to choose from either of the options below:

1. Procure from the Best Value Contractor, regardless of OEM.
2. Procure from a Secondary Contractor so long as they have been awarded a contract for the OEM hardware being replaced.

## Definition of 50%

The 50% requirement for the server would be based on the total units or server quantity in the current OEM environment.

a) For Refresh of Server

- For instance, if there are ten servers in the current environment and we need to replace/refresh five servers, we will continue with the OEM we already have.
- If we need six or more servers out of the original ten servers in the current environment, we will bid out for full refresh with best value against only six servers that would be needed for in the current OEM.

b) For Expansion of Server

- If we have ten servers and need five more servers, we can continue to use the current OEM. If we need six or more servers to be added to the original ten, we will bid out for full refresh with best value against only six servers from the current OEM.

### Expansion of Existing Environments:

1. **Less than 50%. No waiver is required. In order to procure for an expansion of an existing environment that is less than 50% of the current environment, Agencies are to choose from either of the options below:**
  - i. **Procure from the Best Value Contractor, regardless of OEM.**
  - ii. **Procure from a Secondary Contractor so long as they have been awarded a contractor for the OEM hardware being replaced.**
2. **Greater than or equal to 50%. In order to procure for an expansion of an existing environment that is greater than or equal to 50% of the total number of units in the current environment, Agencies must follow the process below:**
  - i. **Receive a quote from the Best Value Contractor for the additional expansion units if their OEM solution integrates with the Agency's current environment. The Agency must request a quote that includes the devices and all ancillary technology considerations to ensure that the devices operate properly in the current environment. If the Best Value Contractor's OEM solution does not integrate with the current environment, the Best Value Contractor must provide a quote for a net new solution to meet the Agency's needs.**

- ii. Receive a quote from the Secondary Contractor for the additional expansion units if they offer the same OEM solution that is currently makes up the Agency's current environment.
- iii. The Agency must evaluate responses from (i) and (ii) above and make a decision based on both technical merits and cost. If the Best Value Contractor is unable to meet the specific technical requirements at the time of Agency need, a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 and the Department of General Services Chief Procurement Officer in order to procure from a Secondary Contractor.

**For all purchasing scenarios. If the Best Value Contractor is unable to meet the specific technical requirements (to include but not be limited to integration, compatibility, existing staff knowledge, floor space, network connectivity, etc.), a waiver must be provided by the Office of Administration through in accordance with ITP-BUS002 in order to procure from a Secondary Contractor. The contract(s) resulting from this RFP would not limit the Commonwealth in seeking competitive pricing for both on-premise infrastructure and cloud infrastructure as required by the OA/OIT technology and support needs.**

**This contract does not guarantee volume based on past and future purchasing.**

**Service Level Definitions. The Commonwealth will utilize three (3) separate tiers of service levels as follows:**

- (1) **Basic. 99.9% Availability, Two (2)-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.**
- (2) **Enhanced. 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.**
- (3) **Critical. 99.999% Availability, Mission-critical response with four (4)-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.**

## II. Statement of the Project.

**State in succinct terms your understanding of the project presented, or the service required by this RFP.**

This procurement will replace the server portion of the existing contract 4400018006 IT Hardware Server/Storage and Services. According to the RFP and its Addenda, this includes Intel or AMD based servers only, and does not include hyperconverged systems. Services included in this procurement include warranty services, installation, data transfer, hard drive removal, hard drive data cleansing and return to DGS warehouse. Pierson is currently providing all of these services under contract number #4400018006 and is happy to continue to do so to meet the Commonwealth's needs.

It is our understanding that the Commonwealth is interested in purchasing and/or leasing best-in-class Intel or AMD based servers for its various data centers through this contract. Agencies will procure these devices through direct purchase, installment purchase or true market value leasing. Servers purchased will include the entire product line of the OEM, in our case, Lenovo. This will allow agencies to purchase the right model for the task at hand.

The successful small business offeror must have the financial and credit capacity to be able to fund millions of dollars of server orders in a very small window of time, especially at the end of the fiscal year. In addition, the small business offeror must be able to weather the potential storms of budget impasses, similar to what happened in FY15-16 where agencies continued to order equipment from the contract, but without the ability to pay the bills until a budget was completed. At the time, Pierson waited until January 2016 for payments for ordered equipment from the first half of the year and for Department of Corrections orders not paid until April of 2016 (9 ½ months into the new budget year).

At Pierson, we have learned that the most important thing we provide to the Commonwealth is not the server hardware itself, but it is the teamwork, flexibility and willingness to ask questions about the business of the agency that provides the most benefit to the client.

Pierson was fortunate to be awarded a place on the existing Server contract, and as the only small business, won the position of Best Value. Throughout the past three years, we have worked hard to continue to develop a team and infrastructure to support the Commonwealth, which has included the following:

- Transitioning our inside sales role – now full time and focused on fast quote turn around, excellence in communication and second to none customer service. Sue Hanes is an asset to our team, and we continually get positive comments from agency personnel on her responsive service.
- Our experienced account executive, Joe Tabone, who has developed relationships and works with Commonwealth IT staff – not to take orders, but to develop creative and cost-saving solutions on an on-going basis.

- Dave DeCecco, Pierson's Technical Account Manager, whose significant experience with agencies, as well as his deep level of knowledge of Commonwealth data center infrastructure, helps us take the long view and provide more expertise to agency clients.
- Implementing and modifying Salesforce to better streamline our quoting, ordering and reporting process to meet your SLAs.
- Continued partnership with The ATS Group, whose deep technical experience and long-term relationships within Commonwealth agencies provides cost-effective technical support locally.

We know that we have room to grow and will continue to invest in our business and the relationship with the Commonwealth to ensure our continued partnership. We believe that our selection on this contract will provide the following benefits:

- Allows Pierson to continue to invest in local Pennsylvania infrastructure and people to manage the contract and serve the Commonwealth.
- Provides better consistency of technical support that decreases total cost of ownership as support staff in a consolidated IT infrastructure can focus on a supplier that can integrate storage, Intel and other systems and build on current knowledge of the Lenovo server product line and the agencies.
- Rather than focusing on selling product and services, Pierson will focus on working with IT staff to develop technical plans and review architectures that minimize cost and provide the best use of resources.

In addition to providing hardware, the Pierson team believes the Commonwealth's overall goal will be served by our team providing feedback related to Commonwealth cost-saving that is observed. As we work with diverse agencies in many different locations, we observe best practices across agencies and can share ideas centrally with the Office of Administration. As the IT organization continues its consolidation, these benefits will become increasingly apparent.

To be successful in this contract, the Pierson team will need to perform the following tasks:

- Continue to develop relationships with Commonwealth IT personnel to be able to assist with technical architecture plans and forecast hardware needs.
- Educate Commonwealth IT personnel on the hardware available and how best to integrate into their current environment.
- Provide quick quote turn around, fast ordering and regular and consistent communication regarding shipments.
- Manage Lenovo service requests and engage in escalations as needed.

- Perform installations, deinstallations and other services with professional employees, efficiently and with customer service in mind.
- Continually seek areas for improvement, both in our performance as well as in cost savings for the Commonwealth.

## *Technical Solution*

The Commonwealth has requested specific server configurations. The Pierson team has met each technical requirement for the sample servers requested. Please see the tables below for the requested configurations and our proposed systems. Both the low and high-end systems provided are configured to be fully functional systems, with all the manufacturer and Intel required components.

### **Low End System**

<b>Component</b>	<b>Minimum Requirement</b>	<b>Proposed Model and Capability</b>	<b>Meets?</b>
Manufacturer		Lenovo	
Model Number		ThinkSystem SR530 - 7X08	
Processor (CPU) Type	1 x Intel Xeon Bronze 3204 8watt 6 core 1.9 Ghz	Intel Xeon Bronze 3204 6C 85W 1.9GHz Processor	Meets
Operating System	None Installed	None installed	Meets
RAM	16 GB Memory	ThinkSystem 16GB TruDDR4 2933 MHz RDIMM	Meets
Storage	2 x 800GB Entry SAS 12 GB Hot Swap SSD	ThinkSystem 2.5" PM1645a 800GB SAS Hot Swap SSD (qty 2)	Meets
Raid	RAID w/ 2 GB Flash RAID 1 capable	ThinkSystem RAID 730-8i 2GB Flash PCIe 12Gb Adapter	Meets
Optical Drive	DVD ROM	ThinkSystem External USB DVD-RW Optical Disk Drive	Meets
Network	1 x 10 GbE 2 port Base T	ThinkSystem 10Gb 2-port Base-T LOM	Meets
Redundant Power	Optional	One ThinkSystem V2 1800W Platinum Hot-Swap Power Supply, Redundant power is available on this system.	Meets
Management Module	Required	XClarity Controller, included	Meets
Warranty	5 years 24x7x4; Keep Your Hard Drive	Essential Service - 5Yr 24x7 4Hr Response + YDYD	Meets

**High End System**

<b>Component</b>	<b>Minimum Requirement</b>	<b>Proposed Model and Capability</b>	<b>Meets?</b>
Manufacturer		Lenovo	
Model Number		ThinkSystem SR850 - 7X19	
Processor (CPU) Type	4 x Intel Xeon Platinum 8353 18core 150watt 2.5GHz	Intel Xeon Platinum 8353H 18C 150W 2.5GHz Processor	Meets
Operating System	None Installed	None Installed	Meets
RAM	1.5 TB RAM	ThinkSystem 64GB TruDDR4 3200 MHz RDIMM (qty 24) = 1.5TB RAM	Meets
Storage	2 x 800GB Entry SAS 12GB Hot Swap SSD	ThinkSystem 2.5" PM1645a 800GB SAS Hot Swap SSD (qty 2)	Meets
Raid	RAID w/ 2GB Flash RAID 1 Capable	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter	Meets
Network	2 x 10 GbE BaseT	ThinkSystem Intel X710-T2L 10GBASE-T 2-port OCP (qty 2)	Meets
HBA (Host Bus Adapter)	2 x Qlogic 16Gb Dual-Port HBA	QLogic 16Gb Enhanced Gen5 FC Dual-port HBA (qty 2)	Meets
Redundant Power	Required	ThinkSystem V2 1800W Platinum Power Supply (qty 2)	Meets
Management Module	Required	XClarity Controller, included	Meets
Warranty	5 years 24x7x4; Keep Your Hard Drive	Essential Service - 5Yr 24x7 4Hr Response + YDYD	Meets
Flash	3 TB Intel Optane DC Persistent Memory – vendor to determine quantity and size of DIMMS to equal amount requested	ThinkSystem 128GB TruDDR4 3200MHz (1.2V) Intel Optane Persistent Memory (qty 24) = 3 TB	Meets

Intel chipsets are numbered based on the generation. The high-end server configuration includes the Intel 8353H chip, which is part of the latest generation, code named Cooper Lake. While Lenovo chose to update their servers with this chipset generation, some OEMs did not choose to include this latest generation of chips in their high-end servers, choosing to keep the previous generation, Cascade Lake. The second number “3” in the intel numbering scheme (8353) indicates the chip generation. Any chips with a “1” or “2” as the second digit are older technology.



### III. Qualifications.

- A. **Company Overview. Include company name, parent company if applicable, a company overview and why you should be selected for this RFP based on your capabilities. If there is any other information you wish to add that is pertinent to your organization doing business with the Commonwealth, please describe in detail.**

#### **Pierson Computing Connection, Inc.**

[www.pierson.it](http://www.pierson.it)

#### **Why Pierson?**

Our team brings unmatched years of experience and familiarity with the Commonwealth along with low risk. We understand your technical infrastructure as we have been a partner in much of its deployment and support over the past twenty-eight years.

Pierson has teamed with Lenovo and The ATS Group as key subcontractors and suppliers in this most important initiative. In product, architecture, deployment and support, our company and our teammates have had unparalleled knowledge and involvement in building the technical infrastructure of the Commonwealth to deliver government and citizen services.

Our proposal continues the standardization of Lenovo servers across the Commonwealth. As a Best Value prime contractor during the past three years, Pierson has shown the Commonwealth that not only can a small, diverse business deliver hardware and services to the Commonwealth, that the level of attention and quality is unmatched.

Pierson has big company skills and experience, with the agility and flexibility of a small business. Our almost three decades working with the Commonwealth prove we are here for the long-haul. We have been partnering with Lenovo since 2005, therefore we know how to work with them for you and have deep relationships -- from their Commonwealth account team, Brendan Ferry and Craig Gambol to the Lenovo data systems president, Kirk Skaugen. We understand how to get the extraordinary essential services, responsiveness and answers from our partners that are needed to support the Commonwealth on such a strategic initiative.

Transitions can oftentimes be difficult and costly, disruptive and hit the public eye. With Pierson, there is none. We know and understand your people, processes, standards and expectations. Our team members are your neighbors as well as your partner in this initiative. We will help consolidate, grow and enhance your investments in server technology.

We are ready to work at your peak requirements on Day 1. Additionally, we don't need to learn how to work with our teammates as we have long-term relationships with them, and they with the Commonwealth. We are not new at this and have been preparing for this initiative by delivering superior products and services to the Commonwealth for years. As we prepare to assist you from contract award, we will continue to invest and grow in our capabilities and team to further support you in the future. We are a technology services, logistics, implementation and hardware company, not a just a project management company, consultant or a staffing company. We are local.

Infrastructure, and all that goes with it, is the core of our business. We are excited to continue our partnership with the Commonwealth to deliver great products and services as well as drive cost-savings and efficiencies in using the skills of your staff and assist you as you embark on creating an enhanced IT organization.

### **You Know Our Reputation**

At Pierson we are proud of our extensive relationship with you, providing IT products and services since August of 1993. We have been at the core of some of the most important and complex Commonwealth initiatives and helping to transform public services throughout the Commonwealth. We have provided and/or installed over 50,000 servers, storage units, PCs and other related IT systems across the Executive agencies and Commonwealth. We have worked in hundreds of Commonwealth locations in every county across Pennsylvania and have also deployed systems from Maine to South Carolina, from Long Island to Detroit for other public sector entities.

### **Superior Technical Support**

The Pierson team, including The ATS Group and Lenovo can architect systems from small, single field office solutions to full data center environments. We are poised to help you architect and design systems under a new consolidated IT infrastructure. Team members like Dave DeCecco, Rob Jackard and others are highly experienced in such migrations. We look forward to helping you design and implement migration plans and to help safeguard the Commonwealth's data and operations.

# TECHNICAL SUBMITTAL

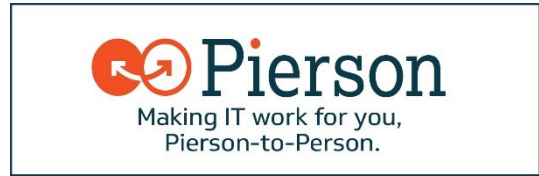
As part of this contract, we have provided systems to the agencies, some of which are listed below.



## You Know Our Team

Hiring the right people is one of the most important aspects of our job, and we strive to find team members that are not only smart and hard-working but are dedicated to the success of our clients. Our team is stronger than ever, and ready to serve you

and help meet your technology goals. Our team includes not just the people who work for Pierson, but our partners at The ATS Group and Lenovo, long-time partners both with Pierson and the Commonwealth. We know their teams, their support structures and their products. We have the right people in place to help you continue to integrate their systems into your environments smoothly and with low risk.



### Deb Pierson – Account Manager

Having served as the account manager for the IBM and Lenovo Server and Storage contracts currently held by Pierson, Deb will continue in this role. As the account manager, Deb will have overall responsibility for the Commonwealth's satisfaction with the Pierson team, will respond to any contractual matters, and will oversee the sales and deployment teams at an executive level. Deb has thirty-four years of experience supporting the Commonwealth agencies and will work with the Commonwealth to ensure our team is meeting or exceeding contractual commitments and providing flexible and accurate customer service.



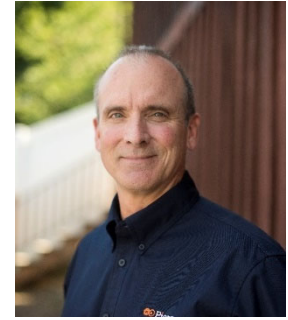
### Joe Tabone

Joe Tabone joined Pierson in January of 2017 after a more than 30-year career at IBM. Joe will take the lead in working with Commonwealth agencies to determine their technology needs and how the Pierson team might help identify the most efficient and cost-effective solution. Prior to this, Joe was the brand strategy specialist across the Mid-Atlantic and Northeast regions for SAP HANA and other offerings for IBM's Linux platform. Prior to that role, Joe implemented sales strategy for AIX and IBM I workloads in large industry accounts in the Delaware Valley.



Joe holds his Lenovo Data Center Hyperconverged Professional and Lenovo Data Center Sales Professional Certifications. He also holds various certifications for IBM enterprise storage solutions.

**Dave DeCecco** - After a 34-year career with IBM, Dave joined the Pierson team in 2016. With more than 24 years supporting the Commonwealth, Dave has wealth of knowledge of systems across the state. Performing in a dual role of both Project Management and Technical Account Management, Dave works with our clients both to define requirements and develop solutions, as well as to provide project management and oversight to the implementations. In 2021, Dave assisted the PA Insurance Department with implementing a Disaster Recovery solution including warm site services, annual testing, and comprehensive documentation. Dave provided both technical and project management expertise during this implementation. As you move towards IT consolidation, Dave's experience in managing migrations for the PACS contract will assist in smoothing this process.



### **Sue Hanes**

Sue joined Pierson in 2004 after a career at IBM and has supported Commonwealth agencies for many years. Sue's current role at Pierson is as a Business Development Representative, providing quotes, order tracking and management of the sales process for our Commonwealth server and storage agency customers. Prior to moving to this role, Sue spent almost six years as a project administrator for the Department of Labor and Industry. From 2004 to 2010, Sue assisted the project management team who supported the SAP ERP facilities in managing their contract. Her tasks included documentation management, customer deliverables and audit compliance, as well as regular reporting to the Commonwealth.



**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION**



The Department is pleased to announce that

**PIERSON COMPUTING CONNECTION INC**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

**BUSINESS TYPE(s):**

**Information Technology Goods & Services**

**CERTIFICATIONNUMBER: 154433-2019-09-SB**

**CERTIFICATION TYPE: SMALL BUSINESS**

**ISSUE DATE: 09/17/2019**

**EXPIRATION DATE: 09/17/2021**

**RECERTIFIED DATE:**

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style.

**Kerry L. Kirkland, Deputy Secretary  
Bureau of Diversity, Inclusion & Small Business Opportunities**

- B. Prior Experience. The Offeror must have a minimum of three (3) years of experience with projects of a similar size and scope. Include experience in the sale, leasing, and management of server equipment with similar specifications to those requested including, but not limited to, service, maintenance, and training related to the server equipment.**

**Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.**

- (1) The Offeror must include a least three (3) client/project references, with a minimum of two (2) references being provided from clients other than the Commonwealth of Pennsylvania, with its proposal. The references must be for installations completed within the past three (3) years. Complete Appendix B, Project References, for each reference provided.**

Pierson Computing Connection, Inc. has been providing server and storage solutions to the Commonwealth of Pennsylvania through our partnerships with IBM and Lenovo for more than 25 years. In that timeframe, the Pierson team has installed several thousand servers in diverse geographic locations across the state. In addition to our server deployment projects, we have more than ten years of experience in the management of complex server and storage implementations within the Commonwealth, including the following technologies:

- Lenovo ThinkSystem and ThinkAgile Servers
- IBM POWER Systems with AIX, Linux, and IBM i
- IBM FlashSystem Storage Arrays
- Tape Systems including Spectrum Protect Backup Solutions
- Remote Mirroring
- VMware
- Disaster Recovery Implementations

Our project management team has managed the implementation of hundreds of server and storage projects at a variety of agencies in Harrisburg, Philadelphia and throughout the Commonwealth. Pierson has a unique relationship with The ATS Group, a technical services company that specializes in IBM and Lenovo technologies. The ATS Group has provided services for Pierson for the past seventeen years. ATS personnel are flexible, team players and provide excellent customer service. Our partnership with The ATS Group allows us to bring in the right specialist for each customer and each technology.

Over the past three years, the Pierson team has supplied Lenovo ThinkSystem and ThinkAgile solutions, Intel based servers to many Commonwealth agencies. The following agencies have purchased Lenovo servers from Pierson:

- Office of Administration
- Office of the Governor
- PA Housing Finance Agency
- State Police
- Revenue
- Liquor Control Board
- SERS
- Labor and Industry
- Fish & Boat
- State Police
- Environmental Protection
- Human Services
- Military & Veterans Affairs
- PennVEST
- Insurance
- Conservation & Natural Resources
- Gaming Control Board

The Pierson team has become intimately familiar with the Commonwealth procurement process over the past three years. Purchase requests are responded to within the same business day, and we provide regular updates to our customers as we work to secure the best discounts possible. We place all orders within 24 hours of receipt of purchase orders from the Commonwealth and provide regular, honest communication regarding the status of delivery as we receive them. In the unlikely event that a delivery is delayed, we work with the manufacturer and distribution teams to escalate to secure the product as soon as possible, but also give honest updated delivery times to the agency. Our invoicing is accurate and timely and never prior to the agency's receipt of the product or service provided.

As a small business, our team is responsive and flexible to public sector requests for quotes and to adjustments to configurations based on funding requirements and unique needs of agencies. Many of our agency customers have commented on our fast turnaround time and our personal service. Our team has worked with agencies to develop configurations that not only meet their needs but also are more readily available in the distribution channel for faster delivery, rather than requiring custom builds at the plant of manufacture.



# TECHNICAL SUBMITTAL

Some significant projects that we have performed on, both as a subcontractor and as a prime include:

- June 2004 to June 2014 – IBM Server-Storage Contract – Provided systems engineering, architecture and implementation services both directly and through our relationship with The ATS Group to provide IBM Server and Storage services at many agencies. Pierson provided project management and technical services for more than 200 different server and/or storage implementations ranging in value from \$500 to \$750,000. Projects range in complexity from a single Systemx server installation to a multiple-site SAN backup and hot-site configuration using remote mirroring to the implementation of over 200 servers at 140 locations across the state.
- July 2014 – May 2017 – Servers, Data Storage Equipment, Integrated Systems and Related Services – Prime contract holder providing IBM and Lenovo Servers and Storage as part of contract 4400012884.
- May 2018 to present – IT Hardware Server/Storage and Related Services – Prime contract holder providing IBM and Lenovo Servers and Storage as part of contract 4400018006. Our contract role provided high-value service to Commonwealth agencies before and after the sale and beyond the product itself. We understand the complexity of the Commonwealth infrastructure and some of the individual needs of the agencies. Our services have ranged from configuration planning, installation, replication and disaster recovery planning and implementation, problem resolution and migrations.



We use a customer feedback system called Delighted, and Commonwealth customers have rated us either a 9 or 10 out of 10 on every single survey – giving us a score of 9.3 out of 10.

**“Very personable, knowledgeable, and highly dedicated staff that do whatever it takes to get what you need, not just make a sale.”**



*“They have been very responsive to all our requests and have provided excellent service.”*

*“Pierson has always been and continues to be a valued partner.”*

*“The staff that I have worked with on this project have been great. They did most of the heavy lifting and made this project a success.”*

*“When working with Pierson staff they are always responsive and ensure they are meeting customer expectations.”*

Please see our references on the following pages.

## TECHNICAL SUBMITTAL

<b>Name of Client &amp; Project Title</b>	Pennsylvania Housing Finance Agency – VDI Implementation	
<b>Contract Value</b>	\$210,000	
<b>Nature and Scope of Project:</b>	PHFA was tasked with implementing a VDI solution during COVID-19 as employees were asked to work from home. Pierson sized, configured, and implemented a two-phased project using Lenovo VX certified vSAN nodes to support the entire PHFA user community. The first phase was a pilot for a select number of users. The second phase expanded the infrastructure to the entire PHFA user community.	
<b>Project Duration:</b>	<b>Start Date Year:</b> March 2020	<b>End Date Year:</b> June 2021
<b>Nature of the Client:</b>	The Pennsylvania Housing Finance Agency works to provide affordable homeownership and rental apartment options for older adults, low- and moderate-income families, and people with special housing needs. Through its carefully managed <a href="#">mortgage programs and investments in multifamily housing developments</a> , as well as funding provided for community development projects, PHFA also promotes economic development across the state.	
<b>Nature of Client Audience:</b>	PHFA internal users of the applications and databases supporting the mission of the agency and interfacing with the public who utilized PHFA's services.	
<b>Number of Users:</b>	300	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: 1 Project Manager, 1 Solutions Architect, and 2 System Administrators Subcontractor: PRISMWORKS TECHNOLOGY, located in Hummelstown PA, providing Architect and System Administrator services.	
<b>Client Contact Information:</b>	<b>Reference Contacts:</b> Name: Kris Clymans Title: IT Director Department: Information Technology Full Address: 211 N Front St. Harrisburg, PA 17105 Telephone: 717-780-3861 E-mail: kclymans@phfa.org Relation/Role to Project: Project Lead  Name: Kimberly Boal Title: CIO Department: Information Technology Full Address: 211 N Front St. Harrisburg, PA 17105 Telephone: 717-780-3800 E-mail: kboal@phfa.org Relation/Role to Project: Decision Maker	

## TECHNICAL SUBMITTAL

<b>Name of Client &amp; Project Title</b>	Pennsylvania Office of Administration – Enterprise Servers for VMware ESXi environment	
<b>Contract Value</b>	\$1,200,000	
<b>Nature and Scope of Project:</b>	Pierson assisted the PA Office of Administration in updating their infrastructure for their VMware ESXi environment in support of the Commonwealth's IT strategy to consolidate and centralize services into the Enterprise Data Center. Pierson configured 24 Lenovo SR950 Enterprise Class servers across a three-year period which enabled OA to host hundreds of virtual machines for Commonwealth agencies.	
<b>Project Duration:</b>	<b>Start Date Year:</b> January 2018	<b>End Date Year:</b> On-going
<b>Nature of the Client:</b>	The Pennsylvania Office of Administration is the centralized IT organization that sets the strategy for the Commonwealth's IT requirements and offers centralized services and infrastructure to agencies across the state.	
<b>Nature of Client Audience:</b>	Users range from IT professionals in various agencies to state employees that utilize the applications and databases offered by OA to serve the public.	
<b>Number of Users:</b>	1000s	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: Project Manager, Solution Architects (2), Installation Planning Representative	
<b>Client Contact Information:</b>	<p><b>Reference Contacts:</b></p> <p>Name: Matt Messinger Title: IaaS &amp; Data Protect Manager  Department: Information Technology  Full Address: 1 Technology Park  Harrisburg, PA 17110  Telephone: 717-346-0662 E-mail: mmessing@pa.gov  Relation/Role to Project: Project Lead</p> <p>Name: Courtney Ramond Title: Virtualization Team Lead  Department: Information Technology  Full Address: 1 Technology Park  Harrisburg, PA 17110  Telephone: 717-705-7478 E-mail: cramond@pa.gov  Relation/Role to Project: Solution Implementation</p>	

## TECHNICAL SUBMITTAL

<b>Name of Client &amp; Project Title</b>	Harrisburg Area Community College (HACC) – Backup and Recovery Services	
<b>Contract Value</b>	\$42,011	
<b>Nature and Scope of Project:</b>	Pierson assisted the college with refreshing their backup and recovery environment and updating maintenance for their Lenovo products. Some of the tasks completed for this project included an upgrade to IBM Spectrum Protect software, configuration of all backup clients, build and establish replication server for DR site and skills transfer for this new environment. Pierson established recurring system health checking to proactively identify potential issues as well as opportunities for improvement. Pierson is providing quarterly reporting so that HACC management is fully aware of the current state of backups and any potential problems.	
<b>Project Duration:</b>	<b>Start Date Year:</b> April 2020	<b>End Date Year:</b> On-going
<b>Nature of the Client:</b>	HACC is the largest and oldest Community College in Pennsylvania established in 1964. They offer over 100 programs across five campuses and on-line.	
<b>Nature of Client Audience:</b>	Users consist of HACC IT Staff and compute infrastructure that relies on system backup and recovery services for the information services supporting the college's business applications.	
<b>Number of Users:</b>	350	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: 1 Project Manager, 1 Solutions Architect, and 1 System Administrator Subcontractor: Advanced Technology Services Group, providing Architect and System Administrator services.	
<b>Client Contact Information:</b>	<p><b>Reference Contacts:</b></p> <p>Name: Roger Garber Title: Director, System Admin  Department: Information Technology  Full Address: 1 HACC Dr  Harrisburg, PA 17110  Telephone: 800-222-4222 E-mail: ragarber@hacc.edu  Relation/Role to Project: Project Lead</p> <p>Name: Ronnie Jefferson Title: Director of IT  Department: Information Technology  Full Address: 1 HACC Dr  Harrisburg, PA 17110  Telephone: 800-222-4222 E-mail: rvjeffer@hacc.edu  Relation/Role to Project: Decision Maker</p>	

## TECHNICAL SUBMITTAL

<b>Name of Client &amp; Project Title</b>	Allegheny County – Network, Server, and Storage services	
<b>Contract Value</b>	\$16,780	
<b>Nature and Scope of Project:</b>	Pierson provided Allegheny County project management and infrastructure services for a new Disaster Recovery facility located in the Pittsburgh area. Project implementation plan was created, presented, and agreed to by the client project team. Pierson staff also performed the installation of network, storage, and server hardware in the newly designed data center.	
<b>Project Duration:</b>	<b>Start Date Year:</b> October 2020	<b>End Date Year:</b> September 2021 (Planned)
<b>Nature of the Client:</b>	Allegheny County is located in southwest Pennsylvania and is the county seat of Pittsburgh. With a population of over 1.2 million citizens, it is the second-most populous county in Pennsylvania.	
<b>Nature of Client Audience:</b>	Client provides applications, infrastructure, emerging technology, and the associated services in support of the county's mission.	
<b>Number of Users:</b>	>1000	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: 1 Project Manager, 1 Infrastructure Technical Lead, 2 Installation Technicians	
<b>Client Contact Information:</b>	<p><b>Reference Contacts:</b></p> <p>Name: Michael O'Shaughnessy Title: IT Platform Manager          Department: IT          Full Address: 400 N Lexington St.          Pittsburgh, PA 15208          Telephone: 412-350-6109          E-mail: Mike.OShaughnessy@AlleghenyCounty.US          Relation/Role to Project: Server Manager</p> <p>Name: Jason Ditzenberger Title: CIO          Department: IT          Full Address: 542 Forbes Ave          Pittsburgh, PA 15219          Telephone: 412-350-4760          E-mail: Jason.Ditzenberger@AlleghenyCounty.US          Relation/Role to Project: Project Sponsor</p>	

- (2) **The Offeror must show what work was completed by subcontractors for each of the projects referenced in Appendix B, Project References.**

Pierson will continue our subcontracting relationship with The ATS Group to provide the Commonwealth with the best IBM and Lenovo technical support and engineering in the Central Pennsylvania area. The ATS Group has been working with Pierson since 2004 to support the Commonwealth agencies, and we look forward to continuing our successful partnership in the upcoming contract. Staff from The ATS Group will continue to assist Pierson with both pre-sales configuration and architecture services, as well as implementation services and on-going support for your systems. Please see references.

- (3) **The Offeror shall provide the following:**

- (i) **Details of any industry-recognized quality standard to which it is compliant, as well as any industry certifications or awards, received.**

Awards:

- Lenovo servers ranked No.1 in uptime of any x86 systems for the past 7 years running, according to 2018-2019 ITIC reliability survey
- #1 provider of supercomputers in the world with 36% market share
- Lenovo ThinkSystem servers dominate the benchmarks for data center performance with a total of 248 current world record benchmark results
- Named a Gartner Top 25 Global Supply Chain in 2020 for efficiency and speed of technology
- Named Top 50 Most Innovative Company by Boston Consulting Group in 2021
- Named one of the World's Most Admired Companies in 2020 by Fortune Magazine
- Named a 2020 CIO 100 award honoree by IDG for excellence in digital transformation
- Winner of a 2020 Silver Stevie® Award in the Most Innovative Tech Company of the Year category
- \$60 billion Global Fortune 500 Company

- (ii) **Details on any industry standard (such as ITIL) the Offeror implemented to govern its service delivery.**

Pierson has well defined internal and external processes in all areas of our business from order entry to order fulfillment. We utilize best practices and methodologies to quickly and effectively deliver products and services to our customers. This consistently results in better quality of service and higher customer satisfaction.

Pierson has staff members that are both Project Management Professionals and ITIL certified. See section (iii) for additional information on certifications related to this topic.

(iii) **Include any reseller or services certification levels earned by the Offeror or key personnel (Offeror and subcontractors).**

Pierson is a Lenovo Data Center Group Silver Partner.

See key Pierson staff that will be assigned to the Commonwealth with their certifications.

**Deb Pierson – Account Manager**

- Project Management Professional (PMP)
- IBM Traditional Workloads Sales
- IBM Enterprise Storage Technical & Sales
- IBM Midrange Storage Technical & Sales

**Joe Tabone – Senior Account Executive**

- Lenovo Data Center Sales Professional Certification
- Lenovo Data Center Hyperconverged Professional
- IBM Power9 Sales Certification
- SAP on HANA Power Sales
- IBM Storage Certification

**Dave DeCecco – Technical Account Manager**

- Project Management Professional (PMP)
- Information Technology Infrastructure Library (ITIL) V3 Foundation Certification
- Lenovo Data Center Sales Professional Certification
- Lenovo Data Center Hyperconverged Professional

(iv) **Within the past three (3) years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? If so, please provide details.**

Pierson has not been party to any lawsuits or arbitration proceedings with regard to any contracts within the past three years.

(v) **How long has Offeror(s) provided the Equipment and Services requested in this RFP?**

19 Years

**C. Personnel.**

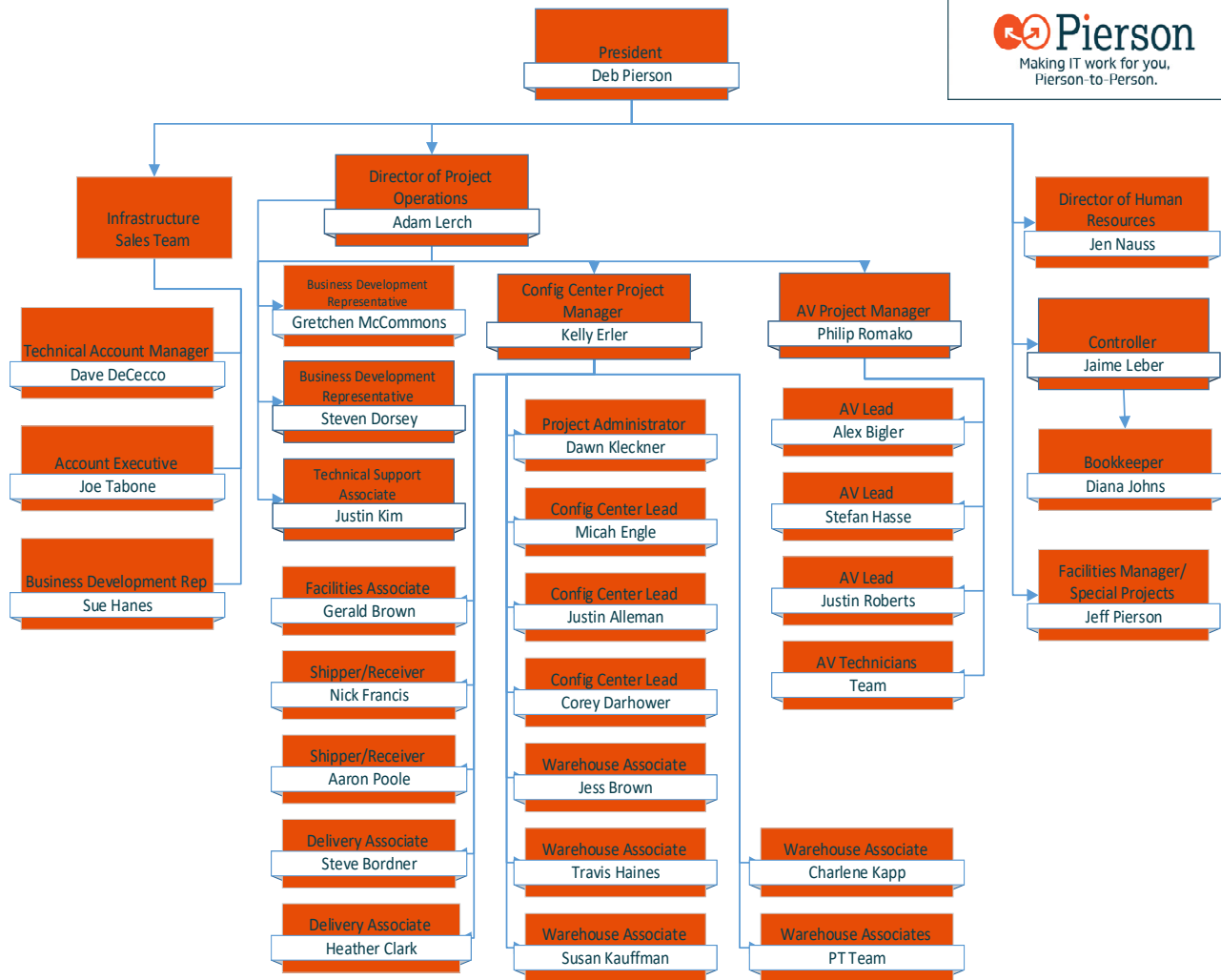
- (1) **The Offeror shall identify the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. The Offeror must provide an organization chart clearly identifying the proposed personnel, the role, and the links between managers and staff. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.**

**For key personnel (Account Manager, OEM Representative, and Account Representatives) include the employee's name, title, roles and responsibilities, the percent of time committed to this Project, years of experience in position, other relevant experience, the key personnel's education and any other professional qualifications using Appendix C – Personnel Experience. Identify if any key personnel are subcontractors.**

The Pierson team has been supporting the Commonwealth and its agencies for 28 years. Over the past five years, we have transformed our team to better serve agencies and be more responsive to our customers. Our entire team is located in the Harrisburg area. Please see organizational chart on the following page.



# TECHNICAL SUBMITTAL



# TECHNICAL SUBMITTAL

The following are key staff who will be assigned to the Commonwealth. See the tables from Appendix C, at the end of this section, for further details:

Name	Title	Role	Years Experience
<b>PIERSON KEY STAFF</b>			
Deb Pierson	President/CEO	Account Manager	34
Joe Tabone	Sr. Account Executive	Account Representative	39
Dave DeCecco	Project Manager/ Account Manager	Account Representative/ Project Manager	36
Sue Hanes	Business Development	Account Representative	34
Brandan Ferry	Account Executive	OEM Representative (Lenovo)	5

### Deb Pierson – Account Manager

Having served as the account manager for the IBM and Lenovo Server and Storage contracts currently held by Pierson, Deb will continue in this role. As the account manager, Deb will have overall responsibility for the Commonwealth’s satisfaction with the Pierson team, will respond to any contractual matters, and will oversee the sales and deployment teams at an executive level. Deb has thirty-four years of experience supporting the Commonwealth agencies and will work with the Commonwealth to ensure our team is meeting or exceeding contractual commitments and providing flexible and accurate customer service.



Deb holds the following certifications:

- Project Management Professional (PMP)
- IBM Traditional Workloads Sales
- IBM Enterprise Storage Technical & Sales
- IBM Midrange Storage Technical & Sales

Deb has worked with the following agencies over her career and looks forward to adding to this list under the new contract:

- Labor and Industry
- PennDOT
- State Police
- DCED
- Turnpike
- Revenue
- Office of Administration
- Agriculture
- DCNR
- Corrections
- DEP

- Health
- Human Services
- DMVA
- Insurance
- PEMA
- PHEAA
- Gaming Control Board
- PSERS
- SERS

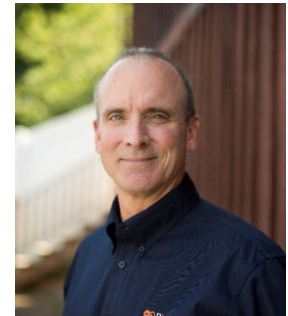
## **Joe Tabone**

Joe Tabone joined Pierson in January of 2017 after a more than 30-year career at IBM. Joe will continue to take the lead in working with Commonwealth agencies to determine their technology needs and how the Pierson team might help identify the most efficient and cost-effective solution. Prior to this, Joe was the brand strategy specialist across the Mid-Atlantic and Northeast regions for SAP HANA and other offerings for IBM's Linux platform. Prior to that role, Joe implemented sales strategy for AIX and IBM I workloads in large industry accounts in the Delaware Valley.



Joe holds his Lenovo Data Center Hyperconverged Professional and Lenovo Data Center Sales Professional Certifications. He also holds various certifications for IBM enterprise storage solutions.

**Dave DeCecco** - After a 34-year career with IBM, Dave joined the Pierson team in 2016. With more than 24 years supporting the Commonwealth, Dave has wealth of knowledge of systems across the state. Performing in a dual role of both Project Management and Technical Account Management, Dave works with our clients both to define requirements and develop solutions, as well as to provide project management and oversight to the implementations. Most recently Dave assisted IES in the procurement, systems assurance, and implementation of their new IBM Power SAP HANA environment. In 2021, Dave assisted the PA Insurance Department with implementing a Disaster Recovery solution including warm site services, annual testing, and comprehensive documentation. Dave provided both technical and project management expertise during this implementation. As you move towards IT consolidation, Dave's experience in managing migrations for the PACS contract will assist in smoothing this process.



Prior to joining Pierson, Dave's most recent role at IBM was performing Account Management for the PACS contract. In this role, Dave took responsibility for ensuring that workloads were smoothly moved from existing environments into the shared data center environment. In this role, he became intimately familiar with the systems environments of the following agencies:

- Department of Revenue
- Department of Transportation
- Department of Labor and Industry
- Department of Corrections
- Bureau of Integrated Enterprise System (IES)
- PA Liquor Control Board (PLCB)
- State Civil Service Commission
- Office of Administration
- Department of Insurance

Dave performed as Service Delivery Manager for the Data PowerHouse contract and successfully managed the transition of the pSeries/AIX systems supporting the SAP ERP at agency locations into the Data PowerHouse. Earlier in his career, Dave also performed network support for Labor and Industry and its associated bureaus and offices.

In addition to his Project Management Professional (PMP) certification, Dave holds ITIL V3 Foundation Certification, Lenovo Data Center Hyperconverged Professional and Lenovo Data Center Sales Professional Certifications. Further certifications include IBM Systems for Enterprise Storage – Technical Advocate.

### **Sue Hanes**

Sue joined Pierson in 2004 after a career at IBM and has supported Commonwealth agencies for many years. Sue's current role at Pierson is as a Business Development Representative, providing quotes, order tracking and management of the sales process for our Commonwealth server and storage agency customers. Prior to moving to this role, Sue spent almost six years as a project administrator for the Department of Labor and Industry. From 2004 to 2010, Sue assisted the project management team who supported the SAP ERP facilities in managing their contract. Her tasks included documentation management, customer deliverables and audit compliance, as well as regular reporting to the Commonwealth.



- (i) **Account Manager.** The Offeror shall provide a dedicated Account Manager who will be the main point of contact for Commonwealth agency requests. The Commonwealth will consider the Account Manager to be the sole point of contact with regard to contractual and purchase order matters. The Account Manager must be an employee of the Offeror and must be authorized to make binding decisions on behalf of the Offeror. The Account Manager is expected to have sufficient technical expertise to ensure proper orders are taken. The Account Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; providing quotes for hardware and/or services, reporting, providing recommendations on hardware and services, and tracking order fulfillment; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.
- (ii) **OEM Representatives.** The selected Offeror must provide a main point of contact for each of the manufacturers for which the selected Offeror is selling products.
- (iii) **Account Representatives.** The selected Offeror must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.

See Appendix C, included on the following pages, for responses to (i), (ii), and (iii). Pierson account personnel have a dedicated phone number and can be reached at 717.796.0493. Lenovo also has multiple methods of access for technical support. A dedicated phone line (800.426.7378) can be utilized 24x7 to open requests for support. Alternatively, customers can access the online tool – to create and submit electronic service requests at [support.lenovo.com](http://support.lenovo.com). This tool provides capabilities such as visibility to warranty and entitlement information, status updates via email or SMS text and reporting views to track open and closed tickets.

Appendix C – Personnel Experience

POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
(Include at least one row for all positions identified as Key Positions in III-C of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	(Identify by first/last name the person who will fulfill this position.)	(Identify the main roles and responsibility to be performed on the project.)	(Provide the percentage of this person's time to be committed to the proposed project.)	(List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	(Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	(List all postsecondary degrees completed for this person.)	(List any certifications and/or professional memberships for this person that may be relevant to this position.)
Account Manager	Deb Pierson	Deb will have overall responsibility for the Commonwealth's satisfaction with the Pierson team, will respond to any contractual matters, and will oversee the sales and deployment teams at an executive level.	50%	34 years	Deb has thirty-four years of experience with the Commonwealth agencies and will work with the Commonwealth to ensure our team is meeting or exceeding contractual commitments and providing flexible and accurate customer service. In her thirty-four years, Deb has worked with a large number of Commonwealth agencies.	Bachelor of Arts, Computer Science	Project Management Professional (PMP)  IBM Traditional Workload Sales  IBM Enterprise Storage Technical & Sales  IBM Midrange Storage & Technical Sales

POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Account Representative	Joe Tabone	Joe will take the lead in working with Commonwealth agencies to determine their technology needs and how the Pierson team might help identify the most efficient and cost-effective solution.	100%	39 years	Joe has a wealth of sales experience in the Intel space as well and AIX and IBM i workloads for both Commonwealth and Commercial customers. Joe was also the brand strategy specialist across the Mid-Atlantic and Northeast regions.	Bachelor of Science, Electrical Engineering	Lenovo Data Center Hyperconverged Professional  Lenovo Data Center Sales Professional Certification  IBM POWER9 Sales Certification
Account Representative	Dave DeCecco	Dave performs a dual role of both Project Management and Technical Account Management, Dave works with our clients both to define requirements and develop solutions, as well as to provide project management and oversight to the implementations.	100%	36 years	Dave has more than 24 years supporting Commonwealth agencies, in both account management and technical roles. He has worked with multiple agencies on the implementation of new or refreshed technologies. Examples such as IES on the implementation of their new IBM POWER SAP environment as well as Managed and Disaster Recovery services for PA Department of Insurance on their IBM iSeries environment.	Bachelor of Science, Business Administration  Certification in Electronic Engineering	Project Management Professional (PMP)  Information Technology Infrastructure Library (ITIL) V3 Foundation Certification  Lenovo Data Center Sales Professional Certification  Lenovo Data Center Hyperconverged Professional  IBM Systems for Enterprise Storage – Technical Advocate V1



POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Account Representative	Sue Hanes	Sue's role at Pierson is as a Business Development Representative, providing quotes, order tracking and management of the sales process for our Commonwealth server agency customers.	100%	34 years	Sue has supported Commonwealth agencies for many years with deep skills in document management, customer deliverables and audit compliance.	Bachelor of Science, Office Administration	
OEM Representative (Lenovo)	Brendan Ferry	Marketing collateral for new solutions. Product updates, Account Management, Pricing, Executive Alignment, Solution Workshops, Solution Enablement.	100%	5	Direct experience as Lenovo Account Manager for the Commonwealth of Pennsylvania since 2/2020	Bachelor of Arts, Psychology	VMSP Veeam Certification
Lenovo Solution Architect	Erick Krueger	Technical briefings/overviews. Certification assistance. Technology adoption.	100%	20	Directly assisted COPA as a Solution Architect for 5+ years.	Bachelor of Science, Computer Science	Memberships: IEEE (Institute of Electrical and Electronics Engineers) and Usenix (The Advanced Computing Systems Association).  Holds or has held certifications including: RHCE (RedHat Certified Engineer), VCP (VMWare Certified Professional), VTSP (VMWare Technical Sales Professional), Lenovo Server and Storage certifications.

- (2) **Replacement of Personnel. Acknowledge review and acceptance of the following procedures: After key personnel are assigned and approved by the Commonwealth, the selected Offeror may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The selected Offeror must provide notice of proposed diversion or replacement to the Commonwealth at least 60 days in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the selected Offeror within 10 days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.**
- (i) **Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Offeror. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the selected Offeror must occur:**
- (a) **on a temporary basis, within one (1) week of the availability change; and**
- (b) **on a permanent basis, no longer than 30 days from the availability change.**
- (ii) **The Commonwealth may request that the selected Offeror remove one or more of its staff persons from the contract at any time, with 30 days' written notice. If a staff person is removed from the Contract, the selected Offeror will have ten (10) days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.**

Pierson has reviewed, acknowledges, and agrees with the above documented replacement personnel procedures.

- D. Subcontractors. Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:**

Pierson will continue our subcontracting relationship with The ATS Group to provide the Commonwealth with the best IBM and Lenovo technical support and engineering in the Central Pennsylvania area. The ATS Group has been working with Pierson since 2004 to support the Commonwealth agencies, and we look forward to continuing our successful partnership in the upcoming contract. Staff from The ATS Group will continue to assist Pierson with both pre-sales configuration and architecture services, as well as implementation services and on-going support for your systems.

**(1) name of subcontractor;**

- Advanced Technology Services Group, LLC

**(2) address of subcontractor;**

- 101 Lindenwood Drive  
Suite 300  
Malvern, PA. 19355

**(3) number of years worked with the subcontractor;**

- 17 Years

**(4) number of employees by job category to work on this project;**

- System Engineer, quantity 5

**(5) description of services to be performed;**

- Server Support including new server setup, firmware updates, connection to the network, operating system installation, and configuration
- Operating System Support including installing a base operating system, patching to customer-required levels, network configuration, and assisting the customer with customization

- (6) **what percentage of time the staff will be dedicated to this project;**
  - Time in project will be engagement specific, but resources will be allocated and committed as needed to successfully complete the project
- (7) **geographical location of staff; and**
  - Harrisburg, PA
  - Mechanicsburg, PA
  - Malvern, PA
- (8) **resumes (if appropriate and available).**
  - See Resume section



























































**IV. Financial Capability.**

**Describe your company’s financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror’s financial capability.**

Pierson has been in business for twenty-eight years, supporting the Commonwealth of Pennsylvania as a small, disadvantaged business during those years. Pierson has been self-funded from its inception, using the profits from its operations to fund growth over the years. As a current contract holder, Pierson has supplied more than \$20 million in hardware to the Commonwealth over the past three years, with additional \$3 million in IBM POWER servers being provided under the midrange contract during the same timeframe, a total of more than \$23 million.

As a small, disadvantaged business, Pierson has had to work with its distributor partners, OEMs and its local bank in order to provide financing and funding to be able to purchase hardware on behalf of the Commonwealth and has established significant credit to be able to perform as a prime contractor on this proposal. When first gaining a foothold on the prior state contract, Pierson had limited credit with its distributors, having just begun its hardware resale business. Now firmly established, our creditors have praised Pierson’s always on-time payments to them. Additional credit has never been refused by our partners when requested to fund Commonwealth hardware purchases. We are confident that our financial capability will position Pierson to meet the Commonwealth’s hardware requirements via this contract.

Pierson has worked with a variety of credit sources to ensure we have the credit capability to process your largest orders. The following companies have provided credit to us at the levels indicated, providing over \$7M of credit at a single time. Additional credit is available to us from many of these sources, as needed based on Commonwealth purchase orders received.

<b>Finance Source</b>	<b>Historical Limit</b>
IBM Global Finance	\$5,250,000
DeLage Landed (DLL)	\$250,000
D&H Distributing	\$250,000
Ingram Micro	\$500,000
LINKBANK	\$850,000

With our existing credit in place, Pierson can fund at least \$42 million in annual purchases by the Commonwealth, given a 30-day delivery timeframe for product.

Having sufficient credit is critical for a small business providing hardware to the Commonwealth. Especially during the busy time at the end of the fiscal year, the Commonwealth can have five million dollars or more in server orders at a single time. A firm that does not have sufficient credit will be subject to credit holds that do not allow orders to be placed with distributors or manufacturers, potentially holding up critical infrastructure needed by the Commonwealth. You can be confident that Pierson has sufficient credit to ensure all orders are placed immediately upon receipt. Given our \$20M total from this contract, and the additional \$23M that was purchased from another vendor on the server and storage contract, the amount of credit needed is significant.

Our financial reports for 2019 and 2020 are also attached below and show a consistently profitable operation.

Please see the following pages for our financial statements for the past two years. Please do not hesitate to contact us if you need additional financial information.







V. Requirements.

- A. **Manufacturer Authorization Letter.** If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100051403 for Enterprise Modular Servers and Services. An Offeror must submit a Manufacturer Authorization Letter for the OEM which the Offeror is proposing, unless the Offeror is the OEM.

Lenovo.com

1009 Think Place  
Morrisville, NC. 27560  
United States



July 20, 2021

Mr. Raymond A. Jaime  
Bureau of Procurement  
Forum Place  
555 Walnut Street  
Harrisburg, PA 17101-1944

RE: Commonwealth RFP 6100051403 for Enterprise Modular Servers and Services

Dear Mr. Jaime,

This notification is to confirm Pierson Computing Connection, Inc. is an authorized Lenovo Reseller located in Mechanicsburg, PA. This Authorized Partner is authorized to resell all Lenovo Global Technology (United States) Inc. products including but not limited to: ThinkSystem servers, System X servers, and related Enterprise accessories and options.

Sincerely,

Craig Gambol  
[cgambol@lenovo.com](mailto:cgambol@lenovo.com)  
PS Sr. Sales Manager

- B. Offeror Eligibility.** To be eligible for this RFP, an Offeror must have a minimum of three (3) years of experience working with public sector clients. Additionally, an Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Please refer to Appendix D, Cost Submittal, for minimum product requirements/product specifications. Additional eligibility requirements are as follows:
- (i) Offerors must be able to provide the OEM's full server product line.
  - (ii) Offerors must provide equipment capable of meeting the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, [https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf).
  - (iii) Standalone maintenance/warranty services, if available, should be proposed in Appendix D, Cost Submittal, for up to five (5) years past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in Section H of the RFP.
  - (iv) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- C. Required Contract Services.** These services are required by the awarded contractors at no additional cost to the Commonwealth.
- (1) The selected Offeror must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
  - (2) **Supply Chain Management/Managed Logistics.** The selected Offeror must provide staging and storage at no additional cost (unless otherwise defined in Appendix E, Statement of Work Template), respond quickly to changing needs and provide an effective order expediting process, if necessary.
  - (3) Selected Offerors should provide a quote for hardware, when requested by the Commonwealth, at any time during the term of the Contract.
  - (4) Selected Offerors must honor all quotes for at least 90 days.

**D. Optional Services.**

- (1) Selected Offerors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to five (5) years past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work (“SOW”) for each Service order utilizing Appendix E, Statement of Work Template, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth’s discretion.

Optional Services in scope are as follows:

**(i) Installation.**

- (a) The selected Offeror must, at a minimum:
  - 1) Assign a project manager to every installation;
  - 2) Provide status reports of installations completed, installations outstanding, and issues;
  - 3) Unpack equipment;
  - 4) Connect related equipment accessories;
  - 5) Power on the device or system;
  - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
  - 7) If non-imaged system, verify that OS boots and network connectivity is successful.
- (b) As part of the SOW, the Commonwealth agency will specify whether the selected Offeror must remove all packing materials and boxes from the site within one (1) week after the installation has been completed.
- (c) The selected Offeror and the Commonwealth agency will develop a schedule to deliver equipment to a location specified by the Commonwealth agency.

- (ii) **Hard Drive Removal.**
  - (a) **The selected Offeror must, at a minimum:**
    - 1) **Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;**
    - 2) **Verify the functionality and condition of the equipment with the agency.**
    - 3) **Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, [http://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf); and**
    - 4) **If a hard drive is removed, the Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.**
  
- (iii) **Equipment Return to DGS Surplus Warehouse. The selected Offeror must, at a minimum: Deliver the packed equipment to the DGS warehouse located at:**

**DGS Surplus Warehouse  
2221 Forster St.  
Harrisburg, PA 17125**

**E. Order Fulfillment.**

- (1) **The selected Offeror must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.**
- (2) **The selected Offeror shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.**
- (3) **The selected Offeror's delivery methods must adhere to Section 9, *Delivery* and Section 11, *Acceptance* of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.**

- F. Quote Requirements.** All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.
- (1) Include:** contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price, minimum discount of list required by contract, discount off of list offered on the order, adjusted price, quantity, extended price; Service Level (SLA) Acceptance Date for delivery of products or services; and related and/or prior PO number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
  - (2) No additional terms and conditions may be attached to a quote.**
- G. Volume Orders.**
- (1) The selected Offeror must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency roll-outs and high dollar purchases.**
  - (2) The selected Offeror is encouraged to offer higher discounts for large volume purchases.**
- H. Service Level Agreements.** The selected Offeror must meet the service level agreements (SLAs) as described in Appendix F, Service Level Agreements.
- I. Software.** The selected Offeror shall not sell equipment that requires commercially available software for its use through this contract unless and until the Commonwealth has entered into a software license agreement with such software licensor. Offeror shall inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth that is substantially the same form as Appendix I, Software License Requirements, which will incorporate, if applicable and as appropriate, the software licensor's software agreement.
- J. Licensing Requirements.** Any click-through terms presented to an individual upon use of any component of the system must be pre-approved in writing by the Commonwealth Contracting Officer. Such terms may not be inconsistent with the final negotiated contract terms and conditions resulting from this RFP. See Section VI, Objections and Additions to Standard Contract Terms and Conditions.

- K. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. In the event of an emergency, DGS reserves the right to assign other duties and tasks to maintain program continuity. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:**
- (1) Employee training (describe Offeror’s training plan, and how frequently it will be shared with employees)**
  - (2) Identified essential business functions and key employees (of yours) necessary to carry them out**
  - (3) Contingency plans for:**
    - (i) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.**
    - (ii) How Offeror’s employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.**
    - (iii) Maintaining field or home operations of Program participants, professional staff, and subcontractors employment during adverse conditions.**
  - (4) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail. Identify the role of key contacts and the chain of communications (including suppliers), etc.**
  - (5) How and when Offeror’s emergency plan will be tested, and if the plan will be tested by a third-party.**

To support continuity of operations in the event of an emergency, including a pandemic, Pierson Computing Connection has developed an Emergency Preparedness Plan.

In the event of a major crisis, the anticipated impact to the operations of Pierson Computing Connection, Inc. would be in the main areas of Communications, Data Recovery, Staffing and Office Locations.



### Communications

Communications with Pierson employees, customers and distributors could be overloaded or interrupted during a crisis. Utilizing mobile phones as well as collaboration tools such as MS Teams or Webex would provide intra-team and external communications. We would also initiate our phone chains utilizing company directories which are maintained via paper copies, updated with every staff change, as well as electronic copies. These are provided to each employee and located at multiple sites including the Pierson warehouse location, office location and in the briefcases of all management employees. Each manager has the responsibility to reach each of their employees, as well as each employee has the responsibility to reach their manager in the event of a major crisis using the following methods.

- Traditional “land” phone lines
  - Fax
  - Voice calls
- Cell Phones
  - Voice
  - Texting
- Email
- Collaboration Tools
  - MS Teams (Note: Pierson has worked with COPA and has established an external Teams connection between our organizations to provide enhanced communications)
  - Cisco Webex
- Pierson Intranet Site
  - This site contains communication directories, alerts, important company documents, project instructions and provides a communication link.
- We have strong partnerships with our distributors, and we have worked on processes with them for receiving orders via several different methods such as email, phone call, and tools such as MS Teams.

### Data Recovery

Pierson has adopted an IT architecture hybrid model made up of using both cloud services and on-premises infrastructure. All business-critical data is stored at our headquarters location on an onsite physical server with offsite replication to a backup system. We have a primary physical server (VMHOST3) running Virtual Machines (VM), supporting domain services and file sharing. Data is backed up nightly to a local NAS storage device with replication throughout the day to an offsite server. Pierson email, CRM and other ancillary systems are hosted in the cloud.

Pierson has developed a remote work strategy so that employees can securely access systems and tools to perform their job function from home.

## Staffing

Each Pierson function has one or more highly skilled employee(s) that is trained to support their respective functional areas. Every member of our team is cross trained to cover for and support another employee's functions in the event that they are unavailable.

- Each functional area has written practice and procedures which have been developed to provide instruction to executing required tasks of each functional area. These practice and procedures are maintained both in a searchable Access database to provide quick access, as well as in manuals located at various locations as well as with employees who perform those tasks.
- We have a large resource pool that is geographically dispersed in the event we need to call on additional staff in an emergency.
- Our distributors have committed to providing fulfillment of order requirements using Pierson's commitment to customer service and responsiveness.
  - Our distributors have locations both within and outside of our geographic area to allow for coverage in an emergency.
  - In addition, our OEMS will provide support with direct shipments and have worldwide locations to support the Commonwealth.
  - Lenovo has been named a Gartner Top 25 Global Supply Chain, an elite annual list encompassing some of the world's leading brands in the retail, manufacturing, and distribution sectors. The recognition highlights Lenovo's leadership as a purpose-driven organization and operational center of excellence in the global supply chain community. They have used technology to enable automated and seamless customer experiences at scale, navigating the challenges of the ongoing COVID-19 pandemic with a customer-first dedication. Lenovo was cited as a stand-out performer in customer-driven business transformation, noted for embracing the use of advanced technologies like 5G, blockchain, and artificial intelligence to optimize the delivery of products and solutions to customers across 180 markets.
- We have long standing relationships with staffing agencies where we could obtain additional staff as needed.
- For Debra Pierson, President, a company owned disability policy is maintained that allows the company to have funding to hire an interim CEO in the event that Debra is not able to perform her job functions in order to continue operations.

## Office Locations

In the event our headquartered office location in Mechanicsburg is not accessible, we have a second site located outside of the area which has internet and phone access and can support a work team. As stated above, our team can also access Pierson applications and business systems remotely so there is not a dependency to conduct business from the HQ location. All other technicians are remote at customer sites or work in the field from their homes.

## **Employee Training**

We have established an internal process for the configuring, ordering, shipping and delivery of hardware orders. This process was developed jointly with our distributors to ensure a clear and concise exchange of information ensuring accurate ordering and fast delivery of product. These processes are documented in practice and procedures which are reviewed and updated as required. Training on the updates or changes is then conducted. Each employee and function has a highly skilled employee that is also trained to support other functional areas.

We have all employees review and signoff on our Company Handbook which outlines emergency safety procedures at a high level. We conduct quarterly training and testing sessions.

### **The following is a list of essential business functions and the key employees necessary to carry them out.**

- President and owner of Pierson Computing Connection, Inc., provides oversight to company operations – Debra Pierson – backup – Adam Lerch, Jen Nauss, Dave DeCecco
- Director Operations, provides oversight to all outbound customer focused projects and all back-office functions – Adam Lerch – backup - Deb Pierson, Jen Nauss, Dave DeCecco
- Sales – Joe Tabone – backups – Deb Pierson, Dave DeCecco, Sue Hanes
- Financial Administrator – Jamie Leber – backup – Adam Lerch, Deb Pierson, outside accounting firm
- Director of Facilities and Secretary of Pierson Computing Connection, Inc., provides oversight to all facilities, vehicles, and tools – Jeff Pierson – backup – Adam Lerch, Dave DeCecco, Deb Pierson, Gerald Brown

### **Contingency Plans for:**

- i.) How Pierson Computing Connection Inc. will handle staffing issues when a portion of key employees are incapacitated due to illness.
  - a. Each key employee and function have an employee that is trained as a back up to support each respective functional area. Pierson has an established cross training practice to ensure we have a primary and secondary employee for each task. This is important for us not only for emergency situations, but for regular backups to cover for employees when on vacation or other paid time off.
  - b. Each functional area has written practice and procedures which have been developed to provide instruction to executing required tasks. They are reviewed and updated regularly and available to the entire team in an Access database that is searchable by job function and other key search words. These Practice and Procedures are detailed enough to provide the ability for almost any employee to perform another employee's job functions via a series of instructions and screen shots.
  - c. We have a large resource pool that is geographically dispersed.

- d. Our hardware distributors are willing and able to step in and fulfill order requirements using Pierson's commitment to customer service and responsiveness.
  - e. For Debra Pierson, President, a company owned disability policy is maintained that allows the company to have funding to hire an interim CEO in the event that Debra is not able to perform her job functions in order to continue operations.
  - f. We have long standing relationships with staffing agencies where we could obtain additional staff if required.
- ii.) How will our employees carry out the essential functions if contagion control measures prevent them from coming to the primary workplace?
- a. Our Sales employees all have the ability to telecommute. They are outfitted with a laptop providing secure access into Pierson network and secondary monitor and keyboard as needed. From their remote location, these employees can access all Pierson business applications either at HQ or applications hosted in the cloud.
  - b. We also have a secondary physical location that is setup to accommodate and support the core office team to conduct business. This site is outside of the Central Pennsylvania area.
  - c. We have strong partnerships with our distributors and have worked on processes with them for receiving orders via several different methods such as email, fax, phone call, and collaboration tools (MS Teams).
  - d. Our files are all saved electronically and available via our servers or hosting services. Reference Data Recovery.

### **Emergency Plan Testing**

Our plan is tested internally bi-annually. Scenarios are created to represent various emergencies, and the plan is initiated in response to the event to ensure Pierson maintains continuity of all of its operations. The management team assesses each area of plan and adjustments and corrections are made to ensure Pierson is able to maintain its operational function.

The Pierson Business Continuity plan was exercised during the COVID-19 pandemic. Remote work was put in place for all office team members who could perform their jobs remotely, including the Sales team allowing them to conduct all business functions from their home locations including hosting virtual meetings and status conferences both internal and customer related. Pierson internal technology readiness was fully tested and provided high levels of proficiency and productivity for remote workers.

Pierson warehouse operations continued to function throughout the pandemic as Pierson followed strict contamination prevention and control measures, frequent health screening of personnel, and monitoring of pandemic reporting worldwide. Onsite workers were provided hygiene items such as hand sanitizer, sanitary wipes, masks, and gloves as needed. As an essential business, providing servers, storage, Chromebooks and other technology to key constituents, including governments and K-12 schools across the east coast, it was imperative that we continue operations. CDC guidelines as well as state guidelines were followed. As a small business we are used to being flexible and pivoting to meet customer demands. While we did have several COVID-19 cases in our employee base, we did not have any spread between employees, showing that our prevention and control measures held up during an incredible busy time for our business.

**L. Just-In-Time Purchasing. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.**

Pierson has not yet worked with other state governments to facilitate a “just-in-time” approach to hardware purchasing. We have not had the Commonwealth request, nor seen agencies order servers in advance with the need to store them. However, the Pierson team would be very happy to continue to work with the Commonwealth OA OIT team and delivery centers to forecast server procurements. This allows us to work with Lenovo to gather the required parts for those servers so they can be built and delivered in a “just-in-time” manner. The more communication that can be provided to Pierson from the Commonwealth, the more smoothly this process works.

If the Pierson team knows a server is being processed for approval, has completed the TIPR process, and has been sent to procurement, these are all milestones that allow us to forecast the receipt of the PO, and therefore have Lenovo order the needed parts and supplies for the server build to ensure quick availability. Since the delivery centers purchase varying models of servers, based on specific software application requirements and sometimes geographical location requirements, this is probably the most ideal scenario to ensure quick availability without advance purchasing. Even during the pandemic, when Intel chip shortages impacted server availability across many manufacturers, Lenovo servers continued to be delivered to the Commonwealth within four weeks of order placement on average. We look forward to working with the OA OIT team, in support of the delivery centers, to facilitate timely receipt of technology to allow for quick implementation of servers.

**M. Emerging Technologies. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?**

Innovation is part of Lenovo’s DNA, and their commitment to continuous innovation helps differentiate their products. Innovation at Lenovo is the “ultimate open experience” – shared, collaborative, diverse. This built-in, truly integrated mentality is

not bolted in and permeates their partnerships. Lenovo partners with the biggest names in the industry: Intel, AMD, IBM, Microsoft, Qualcomm, Google, Amazon, SAP, NetApp, Red Hat, VMWare, Nutanix, and Disney.

Annually, Lenovo invests approximately \$1.5 billion into R&D. Lenovo's R&D team of 10,000 researchers and engineers have introduced many industry firsts. Lenovo has 15 R&D locations worldwide, including in the US, China, and Japan.

Lenovo shares innovations at global tech events such as the Computer Electronics Show (CES) and the Mobile World Congress (MWC) as well as via social media and customer-specific briefings at Lenovo offices. Lenovo also share their innovation and vision during regular customer meetings.

In addition, Lenovo organizes an annual Customer Advisory Forum. Select customers meet with Lenovo's management to discover future developments and products. Also, Lenovo seeks customer feedback during the Forum to adapt their product development to better match customer's expectations.

As a leading technology provider - Lenovo invests heavily into emerging technology for both internal usage to improve products, processes and customer experience as well as external solutions that enable customers with technology solutions that bring new efficiencies and provide a competitive advantage.

IoT & Edge Computing – Lenovo has made significant investments in Edge computing solutions from differentiated edge computing infrastructure that enables new AI, IoT and 5G capabilities for organizations of all sizes. From Lenovo's ThinkEdge gateways to ThinkSystem edge servers, Lenovo is enabling the highest performance workloads including AI at the edge to meet the most challenging customer requirements. This includes the most compact edge server to bring enterprise grade accelerators to an edge OT environment. With the Lenovo Open Cloud Automation (LOC-A), Lenovo enables the management and deployment of edge systems with ease; with ThinkShield physical and cyber security features, customers can safely deploy infrastructure solutions outside of their data center with peace of mind.

Artificial Intelligence – Lenovo has four customer AI Innovation Centers around the world dedicated to advancing AI-enabled solutions for their customers that support Proof of Concept projects, workshops, benchmarking and solution architecting capabilities for customers. Lenovo's AI Innovation Centers provide access to Data Scientists, AI Architects and Engineers as well as their entire partner ecosystem. Through the AI Partner Ecosystem, Lenovo brings tested and certified software and service partners to deliver comprehensive, deployment ready solutions for their customers. In addition to building infrastructure solutions specifically designed for AI workloads running at the edge, the core or in a hybrid architecture, Lenovo has also developed software tools to enable organizations to more easily deploy AI workloads including LiCO AI Platform for researchers and data scientist. With Lenovo xClarity Orchestrator, Lenovo enables AIOps that keep customer's data center infrastructure up and running with less downtime by predicting hardware failures, automatically detect

and solve configuration issues, and access security vulnerabilities. With significant investment in the Lenovo AI Research Lab, Lenovo is leveraging discovery and innovation from their internal researchers to help ensure customers are successful throughout their AI journey.

High Performance Computing - Lenovo is the #1 supercomputer provider in the world according to the Top500.org with more than 180 supercomputer deployments listed on the Top500. From Exascale to Everyscale™, Lenovo is paving the way for organizations of all sizes to leverage Exascale era technology in their data center. Lenovo's success in High Performance Computing (HPC) can be attributed to the leadership energy efficiency and cooling engineering provided by Lenovo Neptune™ which ensures superior cooling capabilities and power management technology so customers can trust they're getting the best performance and greater efficiency from their High Performance Computing systems. Neptune provides liquid, hybrid and air-cooling innovation as well as power management tools provided through Energy Aware Runtime (EAR). Lenovo also provides tailored & customized HPC solutions for their customers through the Lenovo Scalable Infrastructure (LeSI) to ensure the systems are optimized and deployment ready, providing faster time to deployment and value.

- N. Asset Flexibility. If, during the term of the contract new equipment becomes available, the selected Offeror may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.**

It is our understanding that the server configurations listed in the cost section are for comparative purposes and that all models of the OEM's server line will be available on this contract at the proposed discount off of list.

While we, as a reseller, do not have control over the assets that are offered by Lenovo, we are confident that they will continue to offer industry-leading, rugged and business focused solutions going forward. Given the history of the System X platform, first with IBM and now with Lenovo, which has been leading edge in the industry for more than 20 years, and their continued innovations over the past several years, we will work with them to provide the flexibility that the Commonwealth needs.

The Pierson team, as part of the quarterly contract reviews with the Commonwealth, will be joined by the Lenovo account team to discuss the latest technology roadmap from Lenovo and will provide recommendations on any changes that might be made in the contract to allow for adjustments in the standard configurations. These presentations will 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. This review will make the Commonwealth aware of product changes and give you the ability to select the model that best meets your requirements.

While some might advocate a continual refresh of hardware to allow for the latest technology, the Pierson team believes the Commonwealth should strike a balance between technology refreshes and stability in models. Stability in models being offered over a longer period of time will allow Commonwealth server IT staff to maintain drivers, firmware and support for the same model over multiple months of refreshes, lowering overall support costs, which tend to be the most significant portion of the total cost of ownership of technology. However, the cost effectiveness of upgrades to new technology as it is available should also be considered. Unlike other businesses that might be focused on their next sale, the Pierson culture has always considered customer needs first and foremost, and we will work with you to ensure that this continues during this contract.

The proposed server models allow upgrades in most technology areas including CPUs, memory, disk drives and adapter cards. Our team will work with the Commonwealth to advise on the cost-effectiveness of server-upgrades and also provide other alternatives to best meet the requirements of the specific project.

**O. Supply Chain Management/Managed Logistics. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.**

For more than 25 years, Pierson has specialized in logistics services combined with IT expertise for our customers, starting with the Commonwealth of Pennsylvania and expanding beyond the Commonwealth to serve customers across the east coast. Our customers routinely comment on our efficiency, customer service and communication, including those agencies for whom we have performed PC, router, printer and other implementation services, as well as those agencies who have purchased IBM and Lenovo Servers and Storage from us over the past seven years.

Our supply chain includes a primary distributor partner, Ingram Micro. Ingram Micro will be the lead provider for servers. Pierson has relationships with two other distributors should Ingram be unable to fulfill an order. Pierson has worked with Ingram over the past seven years and have chosen them based on their superior customer service skills, commitment to us and the Commonwealth business, and the fact that they have a warehouse located within the Harrisburg metropolitan area.



Ingram Micro is Lenovo’s largest stocking channel partner with over \$80M on-hand inventory for just-in-time deliveries and fast



Ingram Micro integrations. Ingram Micro supports and distributes the complete Lenovo line (Idea branded, Think branded, and System x branded and Storage products), whether Lenovo custom-built or Lenovo catalog SKU. Ingram Micro, one of the world’s largest distributors of technology equipment, is a \$47 billion company with 20 million square feet of space in 189 logistics centers and service centers worldwide. With operations in 59 countries and 6 continents, and 35,000 associates, Ingram has a breadth of capability to support Pierson as we work to enhance the Commonwealth’s IT operations through this contract. With a Harrisburg area warehouse just off of I-81 and Linglestown Road at Quality Circle, Harrisburg, support for this contract and stocking of servers should allow Pierson’s team to flexibly and quickly respond to needs at the Commonwealth.

Ingram Micro is fully engaged with Lenovo’s collaborative supply chain process to ensure consistent levels of inventory of the most anticipated demand items, based on Lenovo product managers and individual Reseller Partner forecasting. Inventory can be managed, restricted, and/or allocated to specific reseller customer needs. Pierson will work closely with the Commonwealth on forecasting and in turn ensure that the Ingram Micro team has the information needed to allocate hardware to the Commonwealth accounts.

Ingram Micro offers a full range of integration services including custom configuration, image loading, image development, prototype compatibility testing, asset tagging, engraving, and 100% quality auditing to further enhance the services offered directly by Pierson, should they be needed.

**Warehouse and Transportation Services**

**Warehouse Operations**

Warehouse Locations. As shown below, Ingram Micro has five U.S. Advanced Logistics Center (ALC) locations.

Location	Branch	Square Feet	
Carol Stream, IL	USCS	40	555,000
Carrollton, TX	USDA	20	235,810
Jonestown, PA	USJT	80	856,550
Millington, TN	USML	30	600,400
Eastvale, CA	USMR	10	802,640
<b>United States Total</b>			<b>3,050,400</b>



**Express Warehousing**

Ingram Micro Technology Solutions offers a reserve inventory program which provides functionality to set aside product for future use. The advantage of this program is to offer resellers an extension of their own warehouse capabilities, while providing the flexibility of no requirement to purchase the product initially. This allows resellers to hold various inventory types for specified number of days for the Commonwealth.

**Pierson Warehouse**

Pierson has a newly expanded, 32,000 square foot warehouse and staging center located in Mechanicsburg, PA. This facility can house tens of thousands of PCs, monitors, servers as well as other equipment. We have access to Verizon, Comcast and other provider’s high speed fiber networks, having in the past connected to agency networks to facilitate server image creation and backups prior to implementation. Our facility includes state-of-the-art digital security cameras with both interior and exterior views, with the ability of our management team to view warehouse operations at any time from a smartphone, tablet or web interface. In addition, we have an integrated alarm system to protect the Commonwealth assets. We also procure additional insurance for each project to ensure the agency-owned assets are protected.



- P. Data Cleansing. Referring to Information Technology Policy ITP-SEC015, *Data Cleansing Policy* ([https://www.oa.pa.gov/Policies/Documents/itp\\_sec015.pdf](https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf)), please describe how your company’s data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM’s means for providing data cleansing services.**

The Pierson team is extremely sensitive to protecting the Commonwealth’s data, having worked for many years in deployment and reclaiming of PC assets. The Pierson team has either used WipeDrive or other disk methodologies to perform DOD certified disk cleansing, including tracking results by serial number and removing drives to return to agencies that could not be wiped.

All hardware provided under this contract that includes disk drives will include warranty service that specifies that COPA IT staff will keep all drives if they are defective and need to be replaced (*YourDrive YourData*). All fair market value leases will specify that the agency will keep drives when the equipment is returned at the end of lease. The Lenovo service system includes technology to notify a CSR when a call is placed on equipment with *YourDrive YourData* options, so that the agency personnel do not need to be solely responsible for ensuring drives are not removed from the location.

When the *YourDrive YourData* option is in place, the Lenovo service systems include an automatic notification that indicates each machine type, model and serial number that are to have drive retention. When a service call is placed, either electronically via a call home function, or via web or phone, the Customer Service Representative will receive notification via their electronic application. This notification indicates that the specific machine type and serial number being serviced has the “keep your drive” option selected. If a drive in that unit should need to be replaced, the CSR will turn over the drive to agency personnel while still onsite. The agency personnel will then follow Commonwealth procedures for destruction of the drive.

During the decommissioning of existing hardware, the Pierson team will work with the agency contacts prior to the start of the project to create a process that not only meets the Commonwealth policy requirements, but also meets the needs of the agency for that specific project. In our experience, some agencies require that hard drives are removed and labeled prior to the equipment leaving the location. The Pierson team facilitates this by providing pre-printed labels with the site name, asset tag and serial number that will be affixed to the hard drive upon removal. A sample of a hard drive label indicating site number, machine name, and serial number is provided below. This label can be customized to the needs of each individual agency.



In addition, the Pierson team provides a check list that requires both technician response for each removal, in addition to a double check prior to customer sign off to ensure each drive is accounted for. A sample of this form is provided, below:

## Existing Equipment Disposal Log

MANUFACTURER	SERIAL NUMBER	REMOVED?		Final Check?		COMMENTS:
Dell Inc.	51GOPATS	YES	NO	YES	NO	
Dell Inc.	50TB12-5	YES	NO	YES	NO	
Dell Inc.	52K1993P	YES	NO	YES	NO	
Dell Inc.	6TB1967D	YES	NO	YES	NO	

Issues or comments: (Please be very specific)

Received # drives: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received # drives: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pierson Tech Signature: \_\_\_\_\_ Date(s): \_\_\_\_\_

Other agencies require that the Pierson team perform a drive wipe that meets the Commonwealth IT policies standard and leave the hard drive in the machine to be transported to the leasing company or DGS surplus.

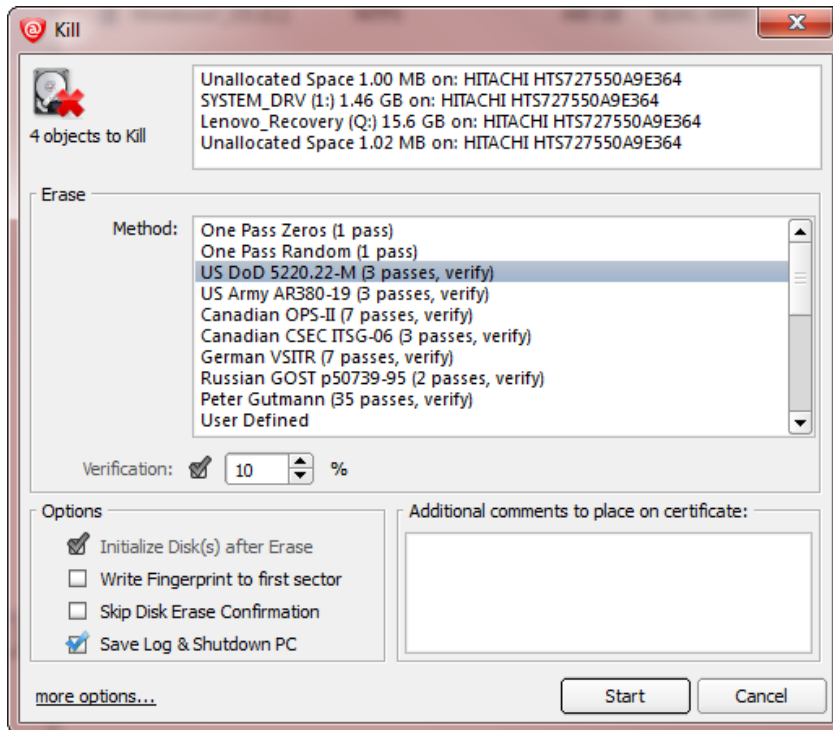
Pierson has used software called Active KillDisk to erase old data on hard drives that a customer no longer needs or wants. This software is implemented through the use of a bootable USB key. The Active KillDisk suite allows us to load a USB key (as small as 2 GB) with the software and any necessary tools needed to perform the wipes. Pierson uses the professional version which allows us to perform wipes on Unix and Windows machines.

The Active KillDisk software allows the technician to choose from a variety of different sanitization types, each differing in the number of wipe passes and the algorithm used to destroy the data. The US Department of Defense option which performs three wiping passes takes several hours to complete, the average being between two and three hours depending on drive size. Once the sanitization is complete, the technician receives confirmation from the software regarding the success of the wipe.

Active KillDisk produces three files with information about the PC and the status of the wipe. A certificate is produced as a PDF file showing the success of each pass and includes the size of the disk that was wiped, the disk's serial number, the type of wipe performed (in our case it displays US DoD) and the date and time that the sanitization was completed. In addition, a log file and a .xml file are produced. Both of these documents contain similar data, and while the .xml file is more detailed, the log file is much easier to read and understand. These files display some of the same information as the certificate, such as the disk serial number, the type of wipe performed, date, time, etc. However, unlike the certificate, these files show logging information about the process. The log file displays time stamps at various times and which disk is being wiped at those given times. The .xml file not only includes which drive is being worked on, but the timestamps for the times when each wiping pass was completed.

To personalize this process, Pierson includes information about our company on the wipe certificate. We incorporate our company logo, name, mailing address, and phone number on each certificate. In addition, the name of the employee performing the wipe and the client's job name/number are included. The three output files are carefully inspected to ensure that the sanitization was successful, then named according to the serial number of the machine that was wiped and stored on our server. Should any machine fail the wiping process, it is set aside and goes through the process again until the wipe is successful. Once all wipes have been completed, the certificates (and log files if requested) are given to the customer for their records.

A sample of the certification options currently available can be found below:



A sample of the log file is also below:

2020-12-30 09:47:47 Initialized Active@ KillDisk v. 9.1.5, Kernel 4.10.01, 32-bit executable

-----Erase Session Begin-----

2020-12-30 10:15:56 Active@ KillDisk v. 9.1.5 started  
Erase method: US DoD 5220.22-M (3 passes, verify) Passes: 3 [Verification 10%]  
Selected: Fixed Disk0 ATA ST250LT003-9YG14 (S/N: W045JC8A) - 233 GB  
Erase Fixed Disk0 ATA ST250LT003-9YG14 (S/N: W045JC8A) - 233 GB  
Started: 2020-12-30 10:15:57  
Pass 1 - OK (0x000000000000)  
Pass 2 - OK (0xFFFFFFFFFFFF)  
Pass 3 - OK (Random)  
Verification passed OK  
Finished 2016-12-30 13:47:20

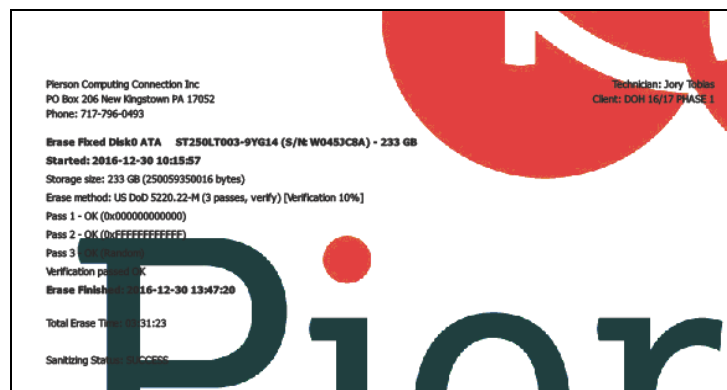
2020-12-30 13:47:22 Time taken: 03:31:26

2020-12-30 13:47:22 Erasing completed for 1 device

-----Erase Session End-----

2020-12-30 10:15:59 Internal: GetSerialId(\\.\PhysicalDrive0,DIOC)=W045JC8A  
2020-12-30 10:15:59 Internal: GetSerialId(\\.\PhysicalDrive0,SMART)=W045JC8A  
2020-12-30 10:15:59 Internal: GetSerialId(\\.\PhysicalDrive0,WMI)=W045JC8A  
2020-12-30 11:20:54 Internal: GetSerialId(\\.\PhysicalDrive0,DIOC)=W045JC8A  
2020-12-30 11:20:54 Internal: GetSerialId(\\.\PhysicalDrive0,SMART)=W045JC8A  
2020-12-30 11:20:54 Internal: GetSerialId(\\.\PhysicalDrive0,WMI)=W045JC8A  
2020-12-30 12:25:46 Internal: GetSerialId(\\.\PhysicalDrive0,DIOC)=W045JC8A  
2020-12-30 12:25:46 Internal: GetSerialId(\\.\PhysicalDrive0,SMART)=W045JC8A  
2020-12-30 12:25:46 Internal: GetSerialId(\\.\PhysicalDrive0,WMI)=W045JC8A  
2020-12-30 13:47:22 Internal: GetSerialId(\\.\PhysicalDrive0,DIOC)=W045JC8A  
2020-12-30 13:47:22 Internal: GetSerialId(\\.\PhysicalDrive0,SMART)=W045JC8A  
2020-12-30 13:47:22 Internal: GetSerialId(\\.\PhysicalDrive0,WMI)=W045JC8A  
2020-12-30 13:47:23 Log saved to: E:/CBQLFV1.log  
2020-12-30 13:47:23 Shutting down PC...

And a sample of the certification report we currently use is below:



Lenovo also offers data cleanse and recycling services. Lenovo is a trusted provider for technology recovery, refurbishing and remarketing. Through audited 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 and recycling of used technology.

Lenovo works only with partners who accommodate a variety of different data destruction standards such as DOD, NIST, NSA, and other specific governmental data destruction requirements. Our team will also ensure your organization remains compliant with privacy laws such as HIPPA, GDPR, CCPA, Sarbanes Oxley, Gramm-Leach-Bliley, and others. This has the dual benefit of giving clients and customers confidence in your business, as well as mediating any civil liability and the associated costs.

For Disk Overwrite, Lenovo ensures NIST SP 80088 standard or equal to better for Disk Overwrite, or if failure to erase we will degauss, shred and ultimately smelt the drive(s).

**Q. Continuous Improvement. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.**

Given our almost 28-year relationship with the Commonwealth of Pennsylvania, our long-standing reputation for honesty, care and teamwork, and our regard for our fellow citizens, the Commonwealth can be assured that Pierson will work hard to drive cost savings and find ways to improve the contract.

For the current contract, Pierson won the best value contracts for both servers and storage based on a procurement that included a reverse auction. Pierson's price was significantly lower than all other vendors for storage, and was the second lowest, by 1%, for servers. We entered the contract by providing a very competitive cost structure. As the contract progressed, we have routinely been offering the Commonwealth discounts that are significantly lower than what is required by the contract. For example, on our current contract we routinely offer an additional 10 to 25% off of list above the contractually required discounts.

While we are a for-profit business, income is not our sole motivation. Because Pierson is not only privately owned and has just a single shareholder, Deb Pierson is able to make decisions for Pierson that benefit our customers and our company for the long-term. Rather than having to bow to demands for quarterly earnings, we can make the decision to invest in the future, in our employees, and for our customers.

Continuous improvement requires a partnership between the Commonwealth and Pierson. We look forward to providing feedback and identifying ways to make the contract both more cost effective as well as more efficient. Outside of our quarterly reviews, which are a formal time to discuss not only SLAs but also improvements and get feedback on our performance, we expect to have regular conversations with agency personnel, our team and the OA team to continue to make our implementation of the contract better and more seamless.



**R. Accessibility Plan.**

- (1) **General.** The Commonwealth’s Executive Order 2016-03 - *Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability*, states that Commonwealth employees with disabilities may require accommodations of assistive technology to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Please see [https://www.oa.pa.gov/Policies/eo/Documents/2016\\_03.pdf](https://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf) for additional information.

The Commonwealth of Pennsylvania also has an IT Policy ([ACC001 – Digital Accessibility Policy](#)) that outlines requirements for digital content and services to which the Offeror must adhere. Digital content and services include, but are not limited to:

- Electronic content
- Software
- Hardware
- Support documentation and services

(2) **Definitions.**

- (i) **Digital Content and Services.** The delivery of information and services to end-users via data, voice, or video technologies, which includes but is not limited to:
- (a) **Electronic content:** Websites and web-based materials (Internet & Intranet), Microsoft Office (Word, Excel, PowerPoint), Adobe InDesign & PDF documents, training materials (e.g., online training materials, tests, online surveys), multimedia (video/audio), digital materials (e.g., documents, templates, forms, reports, surveys), maps and infographics, electronic emergency notifications, and subscription services (e.g., news feeds, alert services, professional journals);
  - (b) **Software:** Web, desktop, server, and mobile client applications, authoring tools, associated infrastructure, and service offerings (Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS));

- (c) **Hardware: Computers & laptops, servers, tablets, printers and copiers, scanners, peripheral equipment (e.g., keyboards, mice), kiosks and mobile phones; and**
  - (d) **Support documentation and services: Training services, help desk or call center, automated self-service & technical support, and product informational materials.**
- (ii) **Policy Driven Adoption for Accessibility (PDAA).** PDAA is the integration of digital content and services accessibility governance into Commonwealth policies. The PDAA methodology was created by a work group of the National Association of State CIOs (NASCIO).
  - (iii) **Section 508 Standards (Revised).** A final rule, published in January of 2017, updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*
  - (iv) **Voluntary Product Accessibility Template® (VPAT).** A VPAT is an industry accepted tool to measure a supplier's ability to demonstrate their product's (hardware, software (COTS, SaaS), electronic content and support documentation and services) support for accessibility.
  - (v) **Web Content Accessibility Guidelines (WCAG).** WCAG are an industry-recognized standard published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) that addresses digital content. WCAG includes three levels of conformance: A, AA, and AAA.
- (3) **Specific.** The Offeror shall provide the following artifacts requested below. Based on the assessment of these artifacts, additional information may be requested. Furthermore, the Commonwealth reserves the right to verify the accessibility of the solution.
- (i) **A completed Voluntary Product Accessibility Template (VPAT) using either the latest Information Technology Industry Council (ITI) Section 508 Standards (Revised) or the Web Content Accessibility Guidelines (WCAG) version for all software, hardware, and websites (as applicable) as proposed in response to the solicitation. The latest version of the VPAT**

templates can be found at the ITI website:

<https://www.itic.org/policy/accessibility/vpat>.

- (ii) **A completed Policy Driven Adoption for Accessibility (PDAA) Assessment using the template found in Appendix J.**
- (iii) **Contractors must provide an accessibility plan that includes accessibility features available within the product and suitable third-party assistive technologies that work best with the product.**

Accessibility on servers hinge on two major factors – accessibility for end users and accessibility for operators. End users primarily access servers through their desktop interfaces, and the accessibility features of Windows or other operating systems provided under other contracts should be examined to ensure accessibility is maximized.

Operations users will likely interface with Intel based servers using Windows Server operating systems via a personal computer interface. Windows Server provides accessibility features for operators and technical personnel including:

- Keyboard shortcuts in both the Server Manager homepage and throughout Server Manager
- Onscreen keyboard is resizable, has text prediction, and the ability to restore an accidentally minimized on-screen keyboard
- Windows Automation API facilitates assistive technology and information technology interoperability
- Built-in Magnifier, several high contrast modes, different themes, several high-DPI modes and various screen resolutions are available for improving the visibility of user interfaces
- Magnifier supports full screen and lens mode of operation

For the servers themselves, Pierson has provided Voluntary Product Accessibility Templates (VPAT) for each model. Highlights include:

- Controls and latches can be reached and operated using one hand and require minimal dexterity for each of use by mobility impaired users.
- Touch can be used to identify and distinguish controls and keys without activating them.
- Industry standard ports are used to enable assistive technologies and alternative equipment.
- Product documentation is provided in at least one accessible format at no additional charge.
- The status of locking and toggle controls or keys can be seen as well as distinguished by touch and /or sound when activated.

Lenovo engineers their products with everyone in mind, including those with disabilities. Lenovo's accessibility policy integrates a closed-loop process that builds in continual improvement. Accessibility is a key factor throughout the design cycle, and individuals with hearing, vision or mobility limitations are consulted during the design process. Lenovo has hired Level Access, an industry-leading accessibility services vendor to ensure Lenovo products conform with U.S. Section 508 of the Rehabilitation Act and with the Communications and Video Accessibility Act (CVAA) of 2010.

VPATs for all Lenovo server products, both current and past models, have been submitted via zip file upload on Jaggaer, RFP Questions, 1.1.2 response section. Lenovo is in the process of updating its VPATs to section 508 standards.

Please see our completed PDAA on the following pages.

## Policy Driven Adoption for Accessibility (PDAA): Vendor Self-Assessment

This assessment allows vendor organizations to describe how they are currently implementing digital accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization.

The assessment is not a substitute for other requested accessibility information such as VPATs. For additional information, contact Raymond Jaime, Issuing Officer @RA-GSITPROCUREMENT@pa.gov.

### Section 1: Organization information

Organization Name: Pierson Computing Connection, Inc.  
 Organization Address: 10 Long Lane, Mechanicsburg, PA 17050  
 Responder Contact Information: Debra Pierson, 717-796-0493, deb@pierson.it  
 Date Assessment Completed 7/12/2021

### Section 2: Organization Type

My organization is a (choose one or more if applicable):

- Manufacturer: My organization develops and sells its own digital products / services
- Service Provider: My organization sells IT development services
- Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS third party products

### Section 3: PDAA Core Criteria Assessment

For each criterion, please select the one status statement that is most relevant to your organization today.

*Develop, implement, and maintain a digital accessibility policy.*

- My organization has no plan to have a digital accessibility policy. (If selected, skip to next section, or provide comments at the end of this section)
  - a. Having a digital accessibility policy.
    - My organization is developing a digital accessibility policy.
    - My organization is finalizing a digital accessibility policy.
    - My organization has approved a digital accessibility policy.
  - b. Having appropriate plans in place to implement and maintain the policy.
    - My organization is developing plans to implement our digital accessibility policy and ensure that it is maintained.
    - My organization has completed planning for initial implementation and maintenance of our accessibility policy.
    - My organization has approved plans for accessibility policy implementation and maintenance.

- c. Establishing metrics and tracking progress towards achieving compliance to the policy.
- My organization is identifying metrics that can be used to gauge policy compliance.
  - My organization is collecting metrics and has begun designing progress reporting based on them.
  - My organization is tracking progress on policy adoption and continues to refine the metrics.
- d. Comments (Provide any comments or additional information on defining, implementing, and maintaining a digital accessibility policy here.)

Pierson Computing Connection is committed to meeting the needs of its clients, vendors and employees. As a small business, and new to the concept of Accessibility policy changes, we will work to create and implement policies and metrics that enhance accessibility.

*Establish and maintain an organizational structure that enables and facilitates progress in digital accessibility.*

- My organization has no plan to develop a governance system to support digital accessibility. (If selected, skip to next section, or provide comments at the end of this section.)
  - a. Developing an organization wide governance system.
    - My organization is investigating opportunities to improve organization wide governance for digital accessibility.
    - My organization is finalizing plans that will result in an organization wide governance system.
    - My organization has approved plans for an organization wide governance system.
  - b. Designating one or more individuals responsible for implementation.
    - My organization has identified key individuals in the implementation process.
    - My organization has assigned implementation duties and responsibilities to appropriate individuals.
  - c. Implementing reporting/decision mechanism and maintain records.
    - My organization is developing tools and procedures for tracking digital accessibility issues.
    - My organization is tracking and keeping records of digital accessibility reporting and decisions.
    - My organization uses reports to make organizational changes to improve digital accessibility.
  - d. Comments (Provide any comments or additional information on establishing and maintaining an organizational structure here.)

Integrate digital accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

- **Manufacturers:** Address processes that pertain to your development of digital products.
- **Service providers:** Address processes that pertain to your development of digital services.
- **Integrators:** Address processes that pertain to your integration services and solutions.

- **Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings.
- My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section, or provide comments at the end of this section.)
- a. Identifying candidate processes for criteria integration.
    - My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
    - My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
    - My organization has approved plans to integrate accessibility criteria into these processes.
  - b. Implementing process changes.
    - My organization has begun modifying its key business processes to integrate accessibility criteria.
    - My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
    - My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
  - c. Integrate fully into all key processes.
    - My organization has fully integrated accessibility criteria into all its key business processes and is using these processes to improve the accessibility of its product / service offerings.
    - My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
  - d. Comments (Provide any comments or additional information on integrating digital accessibility criteria into processes here.)

*Provide processes for addressing inaccessible digital content.*

- **Manufacturers:** Address processes that pertain to your development of digital products in a, b, c, and d.
  - **Service providers:** Address processes that pertain to your development of digital services in a, b, c, and d.
  - **Integrators:** Address processes that pertain to your integration services and solutions in a, b, c, and d.
  - **Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in e.
- We do not have plans to provide processes for bringing digital content developed and sold by our organization into accessibility compliance. (If selected, skip to next section, or provide comments at the end of this section.)

- a. Creating plans that include dates for compliance of inaccessible digital content.
- We are developing plans to identify, and test digital content developed and sold by our organization.
  - We have begun identifying and testing for accessibility in digital products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible digital content into compliance.
  - We perform accessibility testing on all products / serviced developed and sold by our organization and have plans in place that include dates for bringing inaccessible digital content into compliance.
- b. Providing alternate means of access until the digital content is accessible.
- We do not have plans for providing alternate means of access for our organization's digital offerings.
  - We are developing plans for providing alternate means of access for our organization's digital offerings.
  - We are implementing methods providing alternate means of access for our organization's digital offerings.
  - We have fully implemented a repeatable process for providing alternate means for our organization's digital offerings.
- c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects
- We are developing a corrective actions process for handling accessibility technical issues and defects.
  - We are implementing a corrective actions process for handling accessibility technical issues and defects.
  - We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
- d. Maintaining records of identified inaccessible digital content, corrective action, and tracking.
- We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
  - We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.



- e. Maintaining records of identified inaccessible digital content, corrective action, and tracking. (Catalogue Vendor/Reseller only)
- We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
  - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
  - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization and use this system to improve the accessibility of our offerings.
- f. Section 4 Comments (Provide any comments or additional information on this section here.)

*Ensure the availability of relevant digital accessibility skills within (or to) the organization.*

- We do not have plans in place to define, identify existing, or acquire digital accessibility skills. (If selected, skip to next section, or provide comments at the end of this section.)
  - a. Defining skills/job descriptions.
    - We have defined general skills and knowledge needs for digital accessibility.
    - We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
    - We have mapped key accessibility skills and knowledge needs to specific fields of practice.
  - b. Identifying existing resources that match up and address gaps.
    - We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
    - We have organized the gaps in order of priority.
  - c. Managing progress in acquiring skills and allocating qualified resources.
    - We have a high-level management plan in place to acquire accessibility skills and/or allocate those resources.
    - We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
    - We have developed a process to track resource training and augmentation.
    - All resources have the appropriate skills and continuous monitoring and improvement systems are in place.
  - d. Comments (Provide any comments or additional information on the availability of relevant digital accessibility skills within the organization here.)

Person does not yet have plans in place to define or identify digital accessibility skills. This is an area we need to develop.

*Make information regarding digital accessibility policy, plans, and progress available to customers.*

- We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section, or provide comments at the end of this section.)
  - Our digital accessibility policy is publicly available.
  - Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
  - We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
  - Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.
  - We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
  - We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
  - We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Comments (Provide any comments or additional information on making digital accessibility policy, plans and progress available to customers here.)

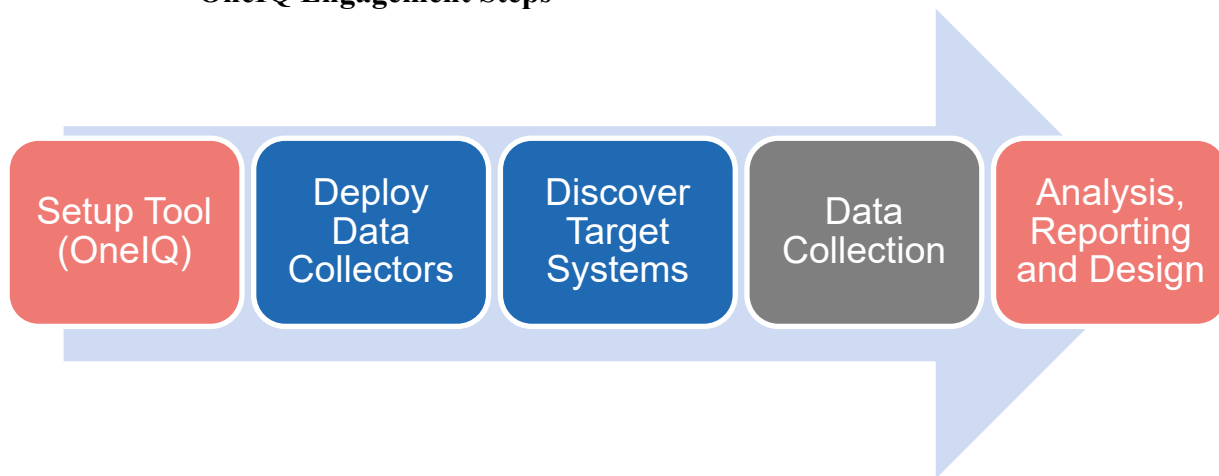
- S. Capacity Planning. Please confirm and describe your ability to perform analysis to determine and ensure infrastructure is the right size to meet present and future goals. Plan to include flexibility so that infrastructure can meet changing demands.**

Capacity is a key feature of any value delivering systems. Failure to plan, design and oversee system capacity correctly can lead to the failure of the system to meet the needs of its stakeholders due to issues such as availability, performance, or total cost of ownership. Pierson has access to multiple tools and technical resources to assist the Commonwealth in optimizing the datacenter so that IT infrastructure is delivering the best value to your business. We will be able to assess your current infrastructure, determine potential inefficiencies, help take advantage of new technologies (including Cloud), and potentially save space and finances.

*OneIQ* is a tool which provides infrastructure assessment and systems engineering automation for converged and storage infrastructure solutions using business and performance metrics across physical and virtual environments. Data collection includes metrics such as CPU utilization, physical memory usage, disk I/O and capacity, and network I/O statistics. Areas for analysis could be servers running out of virtualization capacity, older hardware & software with security concerns, and environmental demands such as heating and cooling.

OneIQ uses an agentless deployment - all querying of target systems are performed through well-defined APIs and standard system instrumentation. Below is a high-level view of the engagement steps followed to complete this capacity assessment.

**OneIQ Engagement Steps**



Lenovo XClarity Orchestrator is another tool that can be utilized to provide centralized monitoring, management, provisioning, and analytics for environments with large numbers of devices. It leverages existing resource managers (such as Lenovo XClarity Administrator) across multiple sites to view overall health, collect device inventory and health summaries, drill down into device details, view event and audit logs, and apply updates to managed resources.

XClarity Orchestrator provides a single interface to monitor and manage resource managers and the devices that are managed through those resource managers.

- Summary views of the health of your resource managers and managed devices
- Summary and detailed views of asset inventory for devices across multiple sites
- Aggregation of critical alerts and events, creating custom alerts, and forwarding events to external applications
- Life-cycle control for managed devices (including power operations)
- Launch in context to the user interface for resource managers and managed devices from the device summary pages

Along with the referenced tools, we have access to experienced capacity planning professionals both within Pierson and from Lenovo and our distributor Ingram. These specialists will work with you to understand your business needs, build the IT infrastructure to deliver the service level targets in a cost effective manner as well as plans for long-term business requirements.

**T. Quick Start Services. Please confirm and describe your ability to rack and stack equipment, initial configuration, installation record and skills transfer for operation and monitoring.**

Pierson has long history of experience providing installation services across multiple infrastructure platforms to the Commonwealth of PA. Tasks below provide an overview of the standard tasks that would be included for a quick start service. This could be customized as required by the customer, and all quick start services would be included in a Statement of Work.

- Assign Pierson Project Manager to perform consistent delivery and engagement
- Schedule the installation appointment
- Flexible hours of service: Business Hours or Off-Shift Hours
- Unpack and inspect hardware
- Install customer-supplied rack, when purchased
- Install one or more supported devices into the rack
- Install and route power and network cables
- Physically connect equipment
- Power on systems
- Update firmware and BIOS (as needed)
- Check for error conditions
- Installation Operating System (OS), when purchased
- Verify IP address and management connectivity
- Document and record asset information

- Clean up packaging materials
- Skills transfer of new equipment as required by customer
- xClarity for operational support and systems management

Note: XClarity is Lenovo’s centralized management solution which provides a web interface, endpoint discovery, firmware updates, event forwarding, and other aids for hardware/software management.

**U. Data Migration Services for Enterprise Storage. Please confirm and describe your ability to migrate the customer’s existing operating systems and data to the new system. Describe your ability to develop a migration plan, apply technical resources required, create a schedule, and maintenance window planning.**

Data Migration projects can be a daunting challenge for IT departments. As data continues to accumulate and grow exponentially, enterprises are looking to expand their existing storage capacity or upgrade to next generation systems. Without the right solution in place, moving data can be disruptive, risky, and complex. Pierson has a proven methodology for supporting the data migration using project management principles and skilled technical staff to ensure business continuity with minimized risk.

- **Pre-Implementation Planning Workshop**
  - **Discover:** Conduct a discovery session to review your environment, confirm configuration details, and establish a project timeline.
    - When creating schedule, validate any blackout or freeze dates communicated by customer.
  - **Design:** Develop the migration plan with storage mapping and resource requirements.
    - Include test plan that validate migration has completed successfully.
  - **Deploy:** Configure any resources required for the migration.
  - **Team:** Assign team and responsibilities.
- **Migrate**
  - **Initiate:** Confirm source and destination targets and resolve any issues.
  - **Cutover:** Migrate data according to the set schedule or cutover.
  - **Test & Validate:** Verify data movement with a complete validation & test summary report.
- **Modernize**
  - **Optimize:** Update any automation or policies based on requirements.
  - **Report:** Documentation that details migration project blueprint and execution.
  - **Complete:** Confirm that all aspects of the migration project have been executed. Validate all migrated data from source to destination.

**V. System Performance and Tuning. Please confirm and describe your ability to measure system performance identify bottlenecks and make modifications for improvement.**

System and performance tuning is an important part of operating and managing a datacenter. Performance tuning is accomplished with skilled resources and comprehensive system tools. Pierson has the capabilities in house as well as access to both Lenovo and Ingram Specialists that can provide assistance with this. These specialists are highly skilled in performance measurement analysis and troubleshooting techniques.

Using a free tool such as *RVtools* which is a VMware utility will provide a wealth of information that can be used to isolate potential bottlenecks including information on configuration of ESXi servers, the VMs, cluster configuration, networking, storage, and snapshots. This tool's reporting output display is a spreadsheet style GUI with tabs to various sections with capabilities to export the information as an Excel or .csv file. For example, the *vHealth* tab within *RVtools* will highlight issues that could cause problems in your vSphere environment. Our team can assist with interpretation of data from a tool such as this as well as work with your team on potential changes on workloads placed on the system that could lead to performance related issues.

Other tools to be considered when doing system performance and tuning is Lenovo xClarity and Galileo (cloud-based Software as a Service from ATS Group).

XClarity Administrator offers:

- A centralized resource-management solution designed to reduce complexity, speed response, and enhance the availability of Lenovo server solutions.
- Intuitive web-based, dashboard-driven graphical user interface.
- Discover, track, and manage hardware inventory.
- Monitor hardware and handle alerts, events, and logs, including calling home to open problem records and alert IT staff to a problem.
- Manage firmware levels and updates via policies.

Galileo offers:

- **Comprehensive Oversight:** It is a cloud-based SaaS IPM that enables you to view all of your servers, storage, SAN and applications regardless of vendor and whether your environment is on-premise, hybrid or cloud.
- **Predictive Insights:** Like using a crystal ball, Galileo's deep analytics distilled into a powerful dashboard enable your team to discover what is happening now that could cause problems with applications and the end-user experience in the future.
- **Tagging Capabilities for Asset Grouping:** You can tag and group assets for IT planning purposes.

Galileo and Advanced Performance Monitoring / End User Experience:

- Maintaining a high-performance IT data center environment is crucial to any business. If performance slows, operational efficiency across the entire business can slow which affects application performance and end user experience.
- The challenge is pinpointing where the slowdown occurs. Locating such problems requires multiple physical monitors and separate performance monitoring tools to examine server environments, storage environments, bandwidth bottlenecks, power allocation, and virtualization environments.

Galileo is an ideal solution because it provides performance monitoring capabilities that allow administrators to monitor an entire data center from a single workstation or smartphone. Using the right performance-monitoring solution, an administrator can view the performance of every aspect including computing efficiency, resource utilization, server operations, storage environments, and virtualization efficiency.

**W. Value Added Services. Please provide any additional value added services and options you are capable of providing at no additional cost to the Commonwealth.**

Pierson is pleased to be able to provide the following services at no additional charge to the Commonwealth.

*Pierson Technical Account Manager* providing pre-installation and post installation technical support. Escalation of vendor support issues and driving these issues to quick resolution.

*Lenovo Enterprise Solution Architects* for consultation on best practices, solution design and delivering future product roadmaps.

*Lenovo monthly virtual briefing events* providing access to product announcements as well as IT related educational sessions. Here is an example of some of the recent briefings:

Confidently Accelerate Your Cloud Transformation
Demystifying Edge Computing – Building Cost-Effective and Resilient Edge Sites
Future Vision: Mapping a Better Path to Cloud Transformation
Hybrid Cloud Data Management
Increasing Business Value Through Modernization with Lenovo
Differentiation Through Innovation with Lenovo
As-a-Service: The Flexible, Agile (and Smart) New IT Business Imperative
Reenergize Your Remote Work Strategy with Virtual Desktop Infrastructure

These briefings can also be accessed via the Lenovo virtual library to be viewed on demand.

*Lenovo personalized briefing at their Executive Briefing & Innovation Center* – Research Triangle Park – North Carolina. These briefings will be targeted and focused for Commonwealth current and future needs.

**VI. Reports and Project Control.**

The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth.

- A. Quarterly Report.** The selected Offeror must utilize Appendix G, Quarterly Reporting Template, which includes the following:
- (1) **Sales report**, which includes, at a minimum:
    - (i) **Agency Information.** Identifying information for the Commonwealth agency;
    - (ii) **Maintenance/Services Information.** Detailed description of the maintenance/services being performed;
    - (iii) **Product and Hardware Information.** Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity;
    - (iv) **Order Information and Invoice Information.** Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount; and
    - (v) **Invoice Information.** Invoice information for the associated order.
  
  - (2) **Problem and response report**, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
  
  - (3) **Outstanding issues summary report**, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
  
  - (4) **Quarterly summary report**, which includes, at a minimum: Quarterly contract activities; achievements; challenges; and the selected Offeror’s recommendations for the Commonwealth.
  
  - (5) **Detailed SLA metric report**. The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in Appendix F, Service Level Agreements. The format of the report must be approved by the Commonwealth before ordering can commence.



Pierson is committed to utilizing the Quarterly Reporting Template (Appendix G) and will submit on a quarterly basis as requested. Our team currently provides quarterly reports for the Commonwealth, within the time period specified by the contract, as part of the existing server and storage contracts. The quarterly summary report will be delivered electronically via email. This information will include Commonwealth template guidelines.

**B. Standard Configuration Reviews.**

- (1) **The standard configurations as defined in the cost submittal will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in Appendix A, Standard Terms and Conditions, Section 51, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.**
- (2) **If the selected Offeror(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.**

**C. Quarterly Business Reviews. The selected Offeror and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the selected Offeror will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.**

**D. Ad Hoc Reports. The Commonwealth reserves the right to request ad hoc reports from the selected Offeror. These ad hoc reports are to be made available at no additional charge to the Commonwealth. Reports must be provided within 48 hours of the request if not otherwise specified by the Commonwealth.**

**VII. Objections and Additions to Standard Contract Terms and Conditions.**

Offeror(s) shall identify which, if any, of the standard contract terms and conditions and service level agreements contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions and service level agreements. The Offeror's failure to make a submission will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and service level agreements. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal. Offeror(s) shall submit red-lined copies of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, and Appendix F, Service Level Agreements.

Regardless of any objections set out in its proposal, Offeror(s) must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services and Appendix F, Service Level Agreements, contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.

Pierson has been working for the past seven years under two different contracts with the Commonwealth with terms that are very similar to those in Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. Pierson has no objections or changes to the standard contract terms and conditions.

## Policy Driven Adoption for Accessibility (PDAA): Vendor Self-Assessment

This assessment allows vendor organizations to describe how they are currently implementing digital accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization.

The assessment is not a substitute for other requested accessibility information such as VPATs. For additional information, contact Raymond Jaime, Issuing Officer @RA-GSITPROCUREMENT@pa.gov.

### Section 1: Organization information

Organization Name: Pierson Computing Connection, Inc.  
Organization Address: 10 Long Lane, Mechanicsburg, PA 17050  
Responder Contact Information: Debra Pierson, 717-796-0493, deb@pierson.it  
Date Assessment Completed 7/12/2021

### Section 2: Organization Type

My organization is a (choose one or more if applicable):

- Manufacturer: My organization develops and sells its own digital products / services
- Service Provider: My organization sells IT development services
- Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS third party products

### Section 3: PDAA Core Criteria Assessment

For each criterion, please select the one status statement that is most relevant to your organization today.

*Develop, implement, and maintain a digital accessibility policy.*

- My organization has no plan to have a digital accessibility policy. (If selected, skip to next section, or provide comments at the end of this section)
  - a. Having a digital accessibility policy.
    - My organization is developing a digital accessibility policy.
    - My organization is finalizing a digital accessibility policy.
    - My organization has approved a digital accessibility policy.
  - b. Having appropriate plans in place to implement and maintain the policy.
    - My organization is developing plans to implement our digital accessibility policy and ensure that it is maintained.
    - My organization has completed planning for initial implementation and maintenance of our accessibility policy.
    - My organization has approved plans for accessibility policy implementation and maintenance.

- c. Establishing metrics and tracking progress towards achieving compliance to the policy.
- My organization is identifying metrics that can be used to gauge policy compliance.
  - My organization is collecting metrics and has begun designing progress reporting based on them.
  - My organization is tracking progress on policy adoption and continues to refine the metrics.
- d. Comments (Provide any comments or additional information on defining, implementing, and maintaining a digital accessibility policy here.)

Pierson Computing Connection is committed to meeting the needs of its clients, vendors and employees. As a small business, and new to the concept of Accessibility policy changes, we will work to create and implement policies and metrics that enhance accessibility.

*Establish and maintain an organizational structure that enables and facilitates progress in digital accessibility.*

- My organization has no plan to develop a governance system to support digital accessibility. (If selected, skip to next section, or provide comments at the end of this section.)
- a. Developing an organization wide governance system.
- My organization is investigating opportunities to improve organization wide governance for digital accessibility.
  - My organization is finalizing plans that will result in an organization wide governance system.
  - My organization has approved plans for an organization wide governance system.
- b. Designating one or more individuals responsible for implementation.
- My organization has identified key individuals in the implementation process.
  - My organization has assigned implementation duties and responsibilities to appropriate individuals.
- c. Implementing reporting/decision mechanism and maintain records.
- My organization is developing tools and procedures for tracking digital accessibility issues.
  - My organization is tracking and keeping records of digital accessibility reporting and decisions.
  - My organization uses reports to make organizational changes to improve digital accessibility.
- d. Comments (Provide any comments or additional information on establishing and maintaining an organizational structure here.)

Integrate digital accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

- **Manufacturers:** Address processes that pertain to your development of digital products.
- **Service providers:** Address processes that pertain to your development of digital services.
- **Integrators:** Address processes that pertain to your integration services and solutions.

- **Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings.
- My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section, or provide comments at the end of this section.)
  - a. Identifying candidate processes for criteria integration.
    - My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
    - My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
    - My organization has approved plans to integrate accessibility criteria into these processes.
  - b. Implementing process changes.
    - My organization has begun modifying its key business processes to integrate accessibility criteria.
    - My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
    - My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
  - c. Integrate fully into all key processes.
    - My organization has fully integrated accessibility criteria into all its key business processes and is using these processes to improve the accessibility of its product / service offerings.
    - My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
  - d. Comments (Provide any comments or additional information on integrating digital accessibility criteria into processes here.)

*Provide processes for addressing inaccessible digital content.*

- **Manufacturers:** Address processes that pertain to your development of digital products in a, b, c, and d.
  - **Service providers:** Address processes that pertain to your development of digital services in a, b, c, and d.
  - **Integrators:** Address processes that pertain to your integration services and solutions in a, b, c, and d.
  - **Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in e.
- We do not have plans to provide processes for bringing digital content developed and sold by our organization into accessibility compliance. (If selected, skip to next section, or provide comments at the end of this section.)

- a. Creating plans that include dates for compliance of inaccessible digital content.
- We are developing plans to identify, and test digital content developed and sold by our organization.
  - We have begun identifying and testing for accessibility in digital products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible digital content into compliance.
  - We perform accessibility testing on all products / serviced developed and sold by our organization and have plans in place that include dates for bringing inaccessible digital content into compliance.
- b. Providing alternate means of access until the digital content is accessible.
- We do not have plans for providing alternate means of access for our organization's digital offerings.
  - We are developing plans for providing alternate means of access for our organization's digital offerings.
  - We are implementing methods providing alternate means of access for our organization's digital offerings.
  - We have fully implemented a repeatable process for providing alternate means for our organization's digital offerings.
- c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects
- We are developing a corrective actions process for handling accessibility technical issues and defects.
  - We are implementing a corrective actions process for handling accessibility technical issues and defects.
  - We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
- d. Maintaining records of identified inaccessible digital content, corrective action, and tracking.
- We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
  - We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
  - We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
  - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

- e. Maintaining records of identified inaccessible digital content, corrective action, and tracking. (Catalogue Vendor/Reseller only)
  - We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
  - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
  - We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization and use this system to improve the accessibility of our offerings.
- f. Section 4 Comments (Provide any comments or additional information on this section here.)

*Ensure the availability of relevant digital accessibility skills within (or to) the organization.*

- We do not have plans in place to define, identify existing, or acquire digital accessibility skills. (If selected, skip to next section, or provide comments at the end of this section.)
  - a. Defining skills/job descriptions.
    - We have defined general skills and knowledge needs for digital accessibility.
    - We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
    - We have mapped key accessibility skills and knowledge needs to specific fields of practice.
  - b. Identifying existing resources that match up and address gaps.
    - We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
    - We have organized the gaps in order of priority.
  - c. Managing progress in acquiring skills and allocating qualified resources.
    - We have a high-level management plan in place to acquire accessibility skills and/or allocate those resources.
    - We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
    - We have developed a process to track resource training and augmentation.
    - All resources have the appropriate skills and continuous monitoring and improvement systems are in place.
  - d. Comments (Provide any comments or additional information on the availability of relevant digital accessibility skills within the organization here.)

Pierson does not yet have plans in place to define or identify digital accessibility skills. This is an area we need to develop.

*Make information regarding digital accessibility policy, plans, and progress available to customers.*

- We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section, or provide comments at the end of this section.)
  - Our digital accessibility policy is publicly available.
  - Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
  - We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
  - Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.
  - We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
  - We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
  - We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Comments (Provide any comments or additional information on making digital accessibility policy, plans and progress available to customers here.)



**Date:** 30 November 2017

**Name of Product:** ThinkSystem SD350 GPU Tray, ThinkSystem Modular Enclosure, ThinkSystem 6U Configuration

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Not applicable	Section is not applicable to this product.
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT with exceptions

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Not applicable	This product does not contain software.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any	Not applicable	This product does not contain software.

operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Not applicable	This product does not contain software.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Not applicable	This product does not contain software.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Not applicable	This product does not contain software.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Not applicable	This product does not contain software.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not applicable	This product does not contain software.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not applicable	This product does not contain software.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	This product does not contain software.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not applicable	This product does not contain software.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	This product does not contain software.

(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	This product does not contain software.
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**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided	Not applicable	Product does not contain web-based applications.

to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY	Not applicable	Product is not a telecommunications product or system.

signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not applicable	Product is not a telecommunications product or system.
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall	Not applicable	Product is not a telecommunications product or system.

restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately	Not applicable	Product is not an analog television.

receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	Product is not a self contained product.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry	Not applicable	Product is not a self contained product.

<p>standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>		
<p>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>



not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d

		- 1194.25 a, b, c, e, f, g - 1194.26 b, d
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.



additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge. Exception: Lenovo Ap Explorer
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SD630 V2**

**Product Description: Server**

See software VPATs for software application information.

**Date: 25 June 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	



Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 9 May 2018

Name of Product: ThinkSystem SD650 DWC Dual Node Tray

<b>Summary Table</b> <b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		continue to be activated when used with this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image	Not applicable	Product does not contain web-based applications.



**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
least one intermediate step of 12 dB of gain shall be provided.		
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped	Not applicable	Product is not a television tuner.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and	Supports	The product design uses industry standard ports so that alternative

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
connectors shall comply with publicly available industry standards		equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.



**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SD650-N V2 Neptune DWC Tray**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 23 March 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

### **Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	



<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SN550 V2**

**Product Description: Server**

See software VPATs for software application information.

**Date: 25 June 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

# Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	



Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 29 May 2019

Name of Product: ThinkSystem SR250, SR258

<b>Summary Table</b>		
<b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with this application.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information,	Supports	Color is used only as an enhancement, and an alternate means to convey

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
indicating an action, prompting a response, or distinguishing a visual element.		information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.



**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
least one intermediate step of 12 dB of gain shall be provided.		
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped	Not applicable	Product is not a television tuner.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and	Supports	The product design uses industry standard ports so that alternative

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
connectors shall comply with publicly available industry standards		equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.



**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem SR530

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based

the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.

with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.



be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem SR550

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based

the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

***Section 1194.23 Telecommunications Products – Detail***

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.



<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.

with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem SR570

**Summary Table**  
**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with



where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based

the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.

with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:



<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem SR590

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based

the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

***Section 1194.23 Telecommunications Products – Detail***

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.



with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem SR630

**Summary Table**  
**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based



the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

***Section 1194.23 Telecommunications Products – Detail***

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.

with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR645**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 23 June 2020**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

### **Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

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“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	



## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 30 November 2017

Name of Product: ThinkSystem SR650

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based

the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.



with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR665**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 23 June 2020**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

### **Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

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“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.



Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 20 September 2018

Name of Product: ThinkSystem SR670 Banner 2U Server Node

<b>Summary Table</b> <b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Not applicable	Section is not applicable to this product.
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Not applicable	This product does not contain software.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Not applicable	This product does not contain software.



**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Not applicable	This product does not contain software.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Not applicable	This product does not contain software.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Not applicable	This product does not contain software.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Not applicable	This product does not contain software.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not applicable	This product does not contain software.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not applicable	This product does not contain software.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	This product does not contain software.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not applicable	This product does not contain software.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	This product does not contain software.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	This product does not contain software.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not applicable	Product is not a telecommunications product or system.
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
discernible, and discernible either through touch or sound.		

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	Product is not a self contained product.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable	Not applicable	Product is not a self contained product.



**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR670 V2**

**Product Description: Server**

See software VPATs for software application information.

**Date: 25 June 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

# Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	



Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 27 November 2018

Name of Product: ThinkSystem SR850

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Not applicable	Section is not applicable to this product.
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Not Applicable	This product does not contain software.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Not Applicable	This product does not contain software.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Not Applicable	This product does not contain software.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Not Applicable	This product does not contain software.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Not Applicable	This product does not contain software.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Not Applicable	This product does not contain software.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not Applicable	This product does not contain software.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not Applicable	This product does not contain software.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not Applicable	This product does not contain software.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not Applicable	This product does not contain software.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not Applicable	This product does not contain software.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not Applicable	This product does not contain software.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.



**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not applicable	Product is not a telecommunications product or system.
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
discernible, and discernible either through touch or sound.		

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	Product is not a self contained product.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR850P**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 25 February 2020**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

### **Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	



<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 9 May 2018

Name of Product: ThinkSystem SR860

<b>Summary Table</b>		
<b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		continue to be activated when used with this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at	Not applicable	Product is not a telecommunications product or system.



**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
least one intermediate step of 12 dB of gain shall be provided.		
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped	Not applicable	Product is not a television tuner.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and	Supports	The product design uses industry standard ports so that alternative

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
connectors shall comply with publicly available industry standards		equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d Exception: Lenovo XClarity Provisioning Manager (LXPM) and Lenovo XClarity Integrator for VMware vCenter
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d Exception: Lenovo XClarity Provisioning Manager (LXPM) and Lenovo XClarity Integrator for VMware vCenter
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d Exception: Lenovo XClarity Integrator for VMware vCenter

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).



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# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR860 v2**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 23 March 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

### **Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

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## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	



## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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Date: 30 November 2017

Name of Product: ThinkSystem SR950

**Summary Table**

**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Not applicable	Section is not applicable to this product.
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT with exceptions

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Not applicable	This product does not contain software.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Not applicable	This product does not contain software.

accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Not applicable	This product does not contain software.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Not applicable	This product does not contain software.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Not applicable	This product does not contain software.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Not applicable	This product does not contain software.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not applicable	This product does not contain software.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not applicable	This product does not contain software.
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	This product does not contain software.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not applicable	This product does not contain software.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	This product does not contain software.

(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	This product does not contain software.
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**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided	Not applicable	Product does not contain web-based applications.

to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY	Not applicable	Product is not a telecommunications product or system.

signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.	Not applicable	Product is not a telecommunications product or system.
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall	Not applicable	Product is not a telecommunications product or system.

restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately	Not applicable	Product is not an analog television.



receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	Product is not a self contained product.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry	Not applicable	Product is not a self contained product.

<p>standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>		
<p>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>
<p>(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and</p>	<p>Not applicable</p>	<p>Product is not a self contained product.</p>

not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d

		- 1194.25 a, b, c, e, f, g - 1194.26 b, d
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.



additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge. Exception: Lenovo Ap Explorer
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 27 November 2018

Name of Product: ThinkSystem ST50, ST58

<b>Summary Table</b>		
<b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		continue to be activated when used with this application.
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image	Not applicable	Product does not contain web-based applications.



**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
least one intermediate step of 12 dB of gain shall be provided.		
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped	Not applicable	Product is not a television tuner.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and	Supports	The product design uses industry standard ports so that alternative

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
connectors shall comply with publicly available industry standards		equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.



**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 29 May 2019

Name of Product: ThinkSystem ST250, ST258

<b>Summary Table</b>		
<b>Voluntary Product Accessibility Template®</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

<b>Section 1194.21 Software Applications and Operating Systems – Detail</b>		
<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with this application.

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Supports	When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Supports	This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Supports	System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Supports	Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.
(i) Color coding shall not be used as the only means of conveying information,	Supports	Color is used only as an enhancement, and an alternate means to convey

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
indicating an action, prompting a response, or distinguishing a visual element.		information or indicate an action is available to users with visual impairments.
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Supports	When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product does not contain web-based applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	Product is not a telecommunications product or system.
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.	Not applicable	Product is not a telecommunications product or system.
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.	Not applicable	Product is not a telecommunications product or system.
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.	Not applicable	Product is not a telecommunications product or system.
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at	Not applicable	Product is not a telecommunications product or system.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
least one intermediate step of 12 dB of gain shall be provided.		
(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a telecommunications product or system.
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not applicable	Product is not a telecommunications product or system.
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.	Not applicable	Product is not a telecommunications product or system.
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.	Not applicable	Product is not a telecommunications product or system.
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

**Section 1194.23 Telecommunications Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not applicable	Product is not an analog television.
(b) Television tuners, including tuner cards for use in computers, shall be equipped	Not applicable	Product is not a television tuner.



**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and	Supports	The product design uses industry standard ports so that alternative

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
connectors shall comply with publicly available industry standards		equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b, c, d, e, f, h, i, l - 1194.22 all - 1194.23 k1, k4 - 1194.24 d - 1194.25 a, b, c, e, f, g - 1194.26 b, d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports	See the following for supporting features: - 1194.21 c, g, i, j, l - 1194.22 n - 1194.25 h - 1194.26 d Exception: Lenovo XClarity Provisioning Manager (LXPM)
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports	System is designed to alert applications of system sounds when needed and a visual cue is also provided.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Supports	Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features: - 1194.23 k4 - 1194.25 e, f
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Supports	User speech is not required.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Supports	See the following for supporting features: - 1194.21 a, b - 1194.22 l, p - 1194.23 k1, k2, k3 - 1194.25 b, j1, j2, j3, j4 - 1194.26 d

**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

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Date: 30 November 2017

Name of Product: ThinkSystem ST550

**Summary Table**  
**Voluntary Product Accessibility Template®**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
Section 1194.21 <a href="#">Software Applications and Operating Systems</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.22 <a href="#">Web-based Internet Information and Applications</a>	Not applicable	Section is not applicable to this product.
Section 1194.23 <a href="#">Telecommunications Products</a>	Supports	Supported features are noted in the main VPAT
Section 1194.24 <a href="#">Video and Multi-media Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.25 <a href="#">Self-Contained, Closed Products</a>	Not applicable	Section is not applicable to this product.
Section 1194.26 <a href="#">Desktop and Portable Computers</a>	Supports	Supported features are noted in the main VPAT
Section 1194.31 <a href="#">Functional Performance Criteria</a>	Supports	Supported features are noted in the main VPAT with exceptions
Section 1194.41 <a href="#">Information, Documentation and Support</a>	Supports	Supported features are noted in the main VPAT

**Section 1194.21 Software Applications and Operating Systems – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	A keyboard can be used to achieve all tasks in the application, allowing blind and mobility impaired users to access information without the use of the mouse. Exception: Lenovo XClarity Integrator for VMware vCenter
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features	Supports	Operating systems provide accessibility features that allow disabled users to customize their preferences. This application preserves those accessibility user preference settings. For example, if Sticky Keys option is selected by a mobility-impaired user, this option will continue to be activated when used with

<p>where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</p>		<p>this application.</p>
<p>(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.</p>	<p>Supports</p>	<p>When using the application with a keyboard, users can tell where they are on the screen and the information is available to assistive technologies to communicate screen location to visually impaired users.</p>
<p>(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p>	<p>Supports</p>	<p>This software application allows a screen reader to describe the user interface environment and controls to a blind user. For example, if you tab through a form and find a radio button, the user would be able to determine it is a radio button and the current selection status of the button.</p>
<p>(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.</p>	<p>Supports</p>	<p>The meaning assigned to images used in the application is consistent and unique, minimizing confusion of the context of use for those images.</p>
<p>(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.</p>	<p>Supports</p>	<p>Text information is accessible so assistive technologies can communicate content, attributes and caret location to blind users.</p>
<p>(g) Applications shall not override user selected contrast and color selections and other individual display attributes.</p>	<p>Supports</p>	<p>System settings are inherited by the application so that customized preferences will not need to be continually reset. For example, color contrast settings enhanced for a low vision user would be preserved by the application.</p>
<p>(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.</p>	<p>Supports</p>	<p>Application provides an option to display animation in a non-animated mode, allowing users with vision impairments equal access to the same information and reliable interaction with assistive technology.</p>
<p>(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>	<p>Supports</p>	<p>Color is used only as an enhancement, and an alternate means to convey information or indicate an action is available to users with visual impairments.</p>
<p>(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.</p>	<p>Supports</p>	<p>When color customization is supported, a variety of color selections and a range of contrasts improve accessibility for users with vision impairments.</p>

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Supports	When electronic forms are used, the application design allows assistive technology access to information, field elements, and functionality required to complete and submit forms.

**Section 1194.22 Web-based Internet information and applications – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Not applicable	Product does not contain web-based applications.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	Product does not contain web-based applications.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	Product does not contain web-based applications.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Not applicable	Product does not contain web-based applications.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not applicable	Product does not contain web-based applications.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Product does not contain web-based applications.
(g) Row and column headers shall be identified for data tables.	Not applicable	Product does not contain web-based applications.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Product does not contain web-based applications.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Product does not contain web-based applications.
(j) Pages shall be designed to avoid causing	Not applicable	Product does not contain web-based



the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		applications.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not applicable	Product does not contain web-based applications.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Not applicable	Product does not contain web-based applications.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Not applicable	Product does not contain web-based applications.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Not applicable	Product does not contain web-based applications.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Product does not contain web-based applications.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product does not contain web-based applications.

***Section 1194.23 Telecommunications Products – Detail***

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	Product is not a telecommunications product or system.

<p>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format.</p>	<p>Not applicable</p>	<p>Product is not a telecommunications product or system.</p>

Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Supports	An option to change keyboard repeat rate is provided so users can adjust the rate to accommodate their needs.
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Supports	The status of locking and toggle controls or keys can be seen as well as distinguished by touch and/or sound when activated.

**Section 1194.24 Video and Multi-media Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed	Not applicable	Product is not an analog television.

with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	Product is not a television tuner.
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	Product does not contain informational videos or multimedia productions, as specified.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	There are no alternate text presentations or audio descriptions.

**Section 1194.25 Self-Contained, Closed Products – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Not applicable	Product is not a self contained product.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Not applicable	Product is not a self contained product.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Not applicable	Product is not a self contained product.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also	Not applicable	Product is not a self contained product.

be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	Product is not a self contained product.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	Product is not a self contained product.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	Product is not a self contained product.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	Product is not a self contained product.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Not applicable	Product is not a self contained product.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Not applicable	Product is not a self contained product.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	Product is not a self contained product.
(j)(3) Products which are freestanding, non-	Not applicable	Product is not a self contained product.

portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	Product is not a self contained product.

**Section 1194.26 Desktop and Portable Computers – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports	See 1194.23(k) 1 through 4.
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Supports	When biometric forms of user identification are used, an alternative means of identification is available.
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.

**Section 1194.31 Functional Performance Criteria – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require	Supports	See the following for supporting features:

<p>user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>		<ul style="list-style-type: none"> <li>- 1194.21 a, b, c, d, e, f, h, i, l</li> <li>- 1194.22 all</li> <li>- 1194.23 k1, k4</li> <li>- 1194.24 d</li> <li>- 1194.25 a, b, c, e, f, g</li> <li>- 1194.26 b, d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 c, g, i, j, l</li> <li>- 1194.22 n</li> <li>- 1194.25 h</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Provisioning Manager (LXPM), Lenovo XClarity Integrator for VMware vCenter</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	Supports	<p>System is designed to alert applications of system sounds when needed and a visual cue is also provided.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	Supports	<p>Hardware provides a physical volume control and/or an interface so that volume can be controlled by software. See the following for other supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.23 k4</li> <li>- 1194.25 e, f</li> </ul>
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	Supports	<p>User speech is not required.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	Supports	<p>See the following for supporting features:</p> <ul style="list-style-type: none"> <li>- 1194.21 a, b</li> <li>- 1194.22 l, p</li> <li>- 1194.23 k1, k2, k3</li> <li>- 1194.25 b, j1, j2, j3, j4</li> <li>- 1194.26 d</li> </ul> <p>Exception: Lenovo XClarity Integrator for VMware vCenter</p>



**Section 1194.41 Information, Documentation and Support – Detail**

<b>Criteria</b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Supports	Product support documentation is provided in at least one accessible format, at no additional charge.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation includes a description of accessibility and compatibility features that make it easier for people with disabilities to use the product. Those descriptions are available in alternate formats upon request, at no additional charge.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing. For support, contact 1-855-2-LENOVO (1-855-253-6686).

This document is for informational purposes only. THE INFORMATION PROVIDED IN THIS DOCUMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. Supporting features apply to product families as a whole. The information shall not be construed as product specifications for purposes of any warranty of compliance with product specifications in a given contract or order. For information on third party software and applications please contact the software manufacturer. Lenovo may make changes to the information in this document or to the products described in this document at any time without notice.





# **Lenovo Accessibility Conformance Report**

## **Revised Section 508 Edition**

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem ST650 V2**

**Product Description: Server**

See software VPATs for software application information.

**Date: 25 June 2021**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

# Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	



## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

## Lenovo Legal Disclaimer

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# Lenovo Accessibility Conformance Report

## Revised Section 508 Edition

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR635**

**Product Description: Server**

This VPAT includes the hardware, TSM Web UI, Lenovo XClarity Administrator, XCC Web UI, Lenovo XClarity Energy Manager, Lenovo XClarity Essentials, Lenovo Capacity Planner, Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite), XClarity Mobile App -iOS, and XClarity Mobile App – Android.

**Date: 24 September 2019**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard

connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports with exceptions.	Touch can be used to identify and distinguish controls and keys without activating them. Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite) for use by systems administrators requires vision.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports with exceptions	All keys have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls and keys without activating them Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite) for use by systems administrators requires vision.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.

Criteria	Conformance Level	Remarks and Explanations
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls and keys can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All keys and controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls and keys without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality

Criteria	Conformance Level	Remarks and Explanations
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All keys and controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
shall be tactilely distinct from the other keys.		
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls and keys can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	



<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided	Not Applicable	Documentation is available in electronic format.

Criteria	Conformance Level	Remarks and Explanations
upon request.		
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	<p>Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation.</p> <p>Accessibility Features page  <a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a></p>
603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.	Supports	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

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# Lenovo Accessibility Conformance Report

## Revised Section 508 Edition

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR655**

**Product Description: Server**

This VPAT includes the hardware, TSM Web UI, Lenovo XClarity Administrator, XCC Web UI, Lenovo XClarity Energy Manager, Lenovo XClarity Essentials, Lenovo Capacity Planner, Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite), XClarity Mobile App -iOS, and XClarity Mobile App – Android.

**Date: 24 September 2019**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard

connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports with exceptions.	Touch can be used to identify and distinguish controls and keys without activating them. Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite) for use by systems administrators requires vision.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports with exceptions	All keys have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls and keys without activating them Lenovo XClarity Provisioning Manager (LXPM & LXPM Lite) for use by systems administrators requires vision.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.

Criteria	Conformance Level	Remarks and Explanations
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls and keys can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All keys and controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls and keys without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality



<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All keys and controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls and keys without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
shall be tactilely distinct from the other keys.		
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls, latches, and keys can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls and keys can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided	Not Applicable	Documentation is available in electronic format.

Criteria	Conformance Level	Remarks and Explanations
upon request.		
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation.  Accessibility Features page <a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.	Supports	Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.  For support, contact 1-855-2-LENOVO (1-855-253-6686).

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# Lenovo Accessibility Conformance Report

## Revised Section 508 Edition

VPAT® Version 2.3 – December 2018

**Name of Product/Version: ThinkSystem SR850 v2**

**Product Description: Server**

See OS VPAT for operating system information on appropriate manufacturer’s website. See software VPATs for software application information.

**Date: 9 December 2020**

**Contact information: [compliance@Lenovo.com](mailto:compliance@Lenovo.com)**

**Evaluation Methods Used:**

Manual testing is performed on hardware products using a number of different tools to evaluate access by users with disabilities. Chroma optical test: brightness, contrast, color chromaticity tools are used to ensure contrast, a force gauge is used to evaluate key button force. One handed, and non-biometric operation is evaluated alongside stylus and other tools that are used to evaluate use without tight pinching or grasping. Measurement tools and meters are used to measure operable controls while audio meters are used to measure volume and gain. Connection ports are evaluated from design to ensure standard connection points are available. Any transducers designed to be held to the ear are evaluated by an outside laboratory for conformance to non-interference and coupling standards. Additional tests are performed based on applicable features of the product.

## Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at <a href="http://www.w3.org/TR/2008/REC-WCAG20-20081211/">http://www.w3.org/TR/2008/REC-WCAG20-20081211/</a>	Level A (No) Level AA (No) Level AAA (No)
<a href="#">Revised Section 508 standards</a> as published by the U.S. Access Board in the Federal Register on January 18, 2017 <a href="#">Corrections to the ICT Final Rule</a> as published by the US Access Board in the Federal Register on January 22, 2018	(Yes)

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.



# Revised Section 508 Report

## Chapter 3: Functional Performance Criteria (FPC)

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Supports	Touch can be used to identify and distinguish controls without activating them.
302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.
302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.	Supports	Color alone is not used to communicate meaning.
302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Supports	User hearing is not required.
302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Supports	User hearing is not required.
302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Supports	User speech is not required.
302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users.

Criteria	Conformance Level	Remarks and Explanations
302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background. Touch can be used to identify and distinguish controls without activating them.

## Chapter 4: Hardware

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
<b>402.1 General</b>	Heading cell – no response required	Heading cell – no response required
<b>402.2 Speech-Output Enabled</b>	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Not closed functionality
402.2.2 Transactional Outputs	Not Applicable	Not closed functionality
402.2.3 Speech Delivery Type and Coordination	Not Applicable	Not closed functionality
402.2.4 User Control	Not Applicable	Not closed functionality
402.2.5 Braille Instructions	Not Applicable	Not closed functionality
<b>402.3 Volume</b>	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening	Not Applicable	Not closed functionality
402.3.2 Non-private Listening	Not Applicable	Not closed functionality
402.4 Characters on Display Screens	Not Applicable	Not closed functionality
402.5 Characters on Variable Message Signs	Not Applicable	Not closed functionality
<b>403 Biometrics</b>	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
403.1 General. Where provided, biometrics shall not be the only means for user identification or control.	Supports	Where biometrics are used to authenticate, users can alternatively authenticate using a password.
<b>404 Preservation of Information Provided for Accessibility</b>	Heading cell – no response required	Heading cell – no response required
404.1 General. ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Accessibility structure and descriptions are preserved.
<b>405 Privacy</b>	Heading cell – no response required	Heading cell – no response required
405.1 General. The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	Speech is not required for use.
<b>406 Standard Connections</b>	Heading cell – no response required	Heading cell – no response required
406.1 General. Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	The product design uses industry standard ports so that alternative equipment and assistive technologies can be accommodated.
<b>407 Operable Parts</b>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast. Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	All controls have visual symbols or characters with good contrast; usually light symbols on a dark background.
<b>407.3 Input Controls</b>	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible. Input controls shall be operable by touch and tactilely discernible without activation.	Supports	Touch can be used to identify and distinguish controls without activating them.
407.3.2 Alphabetic Keys. Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the “F” and “J” keys shall be tactilely distinct from the other keys.	Not Applicable	
407.3.3 Numeric Keys. Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
407.4 Key Repeat. Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.	Not Applicable	
407.5 Timed Response. Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.	Supports	The product does not have any time dependent responses.
407.6 Operation. At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum	Supports	Controls and latches can be reached and operated using one hand and require minimal dexterity for ease of use by mobility impaired users. Controls can be operated with minimal force.
407.7 Tickets, Fare Cards, and Keycards. Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.	Not applicable	
<b>407.8 Reach Height and Depth</b>	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane	Not applicable	
407.8.1.1 Vertical Plane for Side Reach	Not applicable	
407.8.1.2 Vertical Plane for Forward Reach	Not applicable	
407.8.2 Side Reach	Not applicable	
407.8.2.1 Unobstructed Side Reach	Not applicable	
407.8.2.2 Obstructed Side Reach	Not applicable	
407.8.3 Forward Reach	Not applicable	
407.8.3.1 Unobstructed Forward Reach	Not applicable	
407.8.3.2 Obstructed Forward Reach	Not applicable	

Criteria	Conformance Level	Remarks and Explanations
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not applicable	
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach	Not applicable	
<b>408 Display Screens</b>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility. Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.	Not applicable	
408.3 Flashing. Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.	Supports	The use of blinking text, objects or elements has been avoided, reducing risk of seizures for users with photosensitive epilepsy.
<b>409 Status Indicators</b>	Heading cell – no response required	Heading cell – no response required
409.1 General. Where provided, status indicators shall be discernible visually and by touch or sound.	Supports	Status indicators are discernible visually and by sound.
<b>410 Color Coding</b>	Heading cell – no response required	Heading cell – no response required
410.1 General. Where provided, color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	Color alone is not used to communicate meaning.
<b>411 Audible Signals</b>	Heading cell – no response required	Heading cell – no response required
411.1 General. Where provided, audible signals or cues shall not be used as the only means of conveying information, indicating an action, or prompting a response	Supports	Audible signals are not provided.
<b>412 ICT with Two-Way Voice Communication</b>	Heading cell – no response required	Heading cell – no response required
<b>412.2 Volume Gain</b>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones	Not Applicable	
412.2.2 Volume Gain for Non-Wireline ICT	Not Applicable	
<b>412.3 Interference Reduction and Magnetic Coupling</b>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets	Not Applicable	

<b>Criteria</b>	<b>Conformance Level</b>	<b>Remarks and Explanations</b>
412.3.2 Wireline Handsets	Not Applicable	
412.4 Digital Encoding of Speech	Not Applicable	
412.5 Real-Time Text Functionality	Not Applicable	Reserved for future
412.6 Caller ID	Not Applicable	
412.7 Video Communication	Not Applicable	
<b>412.8 Legacy TTY Support</b>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability	Not Applicable	
412.8.2 Voice and Hearing Carry Over	Not Applicable	
412.8.3 Signal Compatibility	Not Applicable	
412.8.4 Voice Mail and Other Messaging Systems	Not Applicable	
<b>413 Closed Caption Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions. Players and displays shall decode closed caption data and support display of captions.	Not Applicable	
413.1.2 Pass-Through of Closed Caption Data. Cabling and ancillary equipment shall pass through caption data.	Not Applicable	
<b>414 Audio Description Processing Technologies</b>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners	Not Applicable	
414.1.2 Other ICT	Not Applicable	
<b>415 User Controls for Captions and Audio Descriptions</b>	Heading cell – no response required	Heading cell – no response required
415.1.1 Where ICT provides operable parts for volume control, ICT shall also provide operable parts for caption selection.	Not Applicable	
415.1.2 Audio Description Controls. Where ICT provides operable parts for program selection, ICT shall also provide operable parts for the selection of audio description.	Not Applicable	

## Chapter 5: Software – see Software VPAT

Notes: This is a hardware VPAT, see software VPAT for OS and other software applications.

## Chapter 6: Support Documentation and Services

Criteria	Conformance Level	Remarks and Explanations
<b>601.1 Scope</b>	Heading cell – no response required	Heading cell – no response required
<b>602 Support Documentation</b>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features. Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are builtin and accessibility features that provide compatibility with assistive technology.	Supports	Product documentation is available online in an accessible format at <a href="https://www.lenovo.com/support">https://www.lenovo.com/support</a> VPATs are available at <a href="https://www.lenovo.com/us/en/compliance/accessibility-conformance">https://www.lenovo.com/us/en/compliance/accessibility-conformance</a>
602.3 Electronic Support Documentation. Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	Supports	The electronic web-based product documentation conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.
602.4 Alternate Formats for Non-Electronic Support Documentation. Where support documentation is only provided in nonelectronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	Documentation is available in electronic format.
<b>603 Support Services</b>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features. ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Supports	Lenovo Support provides information on accessibility and compatibility features. This information is also documented in the product documentation. Accessibility Features page

Criteria	Conformance Level	Remarks and Explanations
		<a href="https://www.lenovo.com/us/en/lenovo/accessibility/">https://www.lenovo.com/us/en/lenovo/accessibility/</a>
<p>603.3 Accommodation of Communication Needs. Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	<p>Supports</p>	<p>Lenovo Services provides communications in voice, chat, and email. Telecommunications Relay Service (TRS) is supported for customers who are deaf or hard of hearing.</p> <p>For support, contact 1-855-2-LENOVO (1-855-253-6686).</p>

## Lenovo Legal Disclaimer

This document is for informational purposes only. THE INFORMATION PROVIDED IN THIS DOCUMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. Supporting features apply to product families as a whole. The information shall not be construed as product specifications for purposes of any warranty of compliance with product specifications in a given contract or order. For information on third party software and applications please contact the software manufacturer. Lenovo may make changes to the information in this document or to the products described in this document at any time without notice.



**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Debra A. Pierson, President of Pierson Computing Connection, Inc. a Pennsylvania corporation or other legal entity, ("Contractor") located at 10 Long Lane, Suite 100, Mechanicsburg, PA 17050, having a Social Security or Federal Identification Number of 25-1713991, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Suzanne Hanes 7/21/21  
Signature/Date

Suzanne Hanes  
Business Development Representative  
Printed Name/Title

Pierson Computing Connection, Inc.  
Corporate or Legal Entity's Name

Debra A. Pierson July 21, 2021  
Signature/Date

Debra A. Pierson  
President  
Printed Name/Title



**IRAN FREE PROCUREMENT CERTIFICATION FORM**

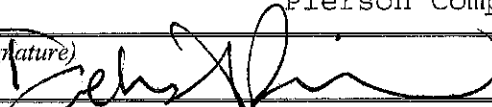
**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Pierson Computing Connection, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Debra A. Pierson, President	<i>Date Executed</i> July 21, 2021

**OPTION #2 - EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**LOBBYING CERTIFICATION FORM**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_

TITLE: President

DATE: July 21, 2021

**RECIPROCAL-LIMITATIONS ACT  
REQUIREMENTS**

Please Complete Applicable Portion of Pages 3 & 4 and Return with Bid.

**NOTE:** These Requirements Do Not Apply To Bids Under \$10,000.00

**I. REQUIREMENTS**

- A.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering supplies produced, manufactured, mined or grown in Pennsylvania as against those bidders offering supplies produced, manufactured, mined or grown in any state that gives or requires a preference to supplies produced, manufactured, mined or grown in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular supply.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state supplies and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Alaska	7% (applies only to timber, lumber, and manufactured lumber products originating in the state)
2. Arizona	5% (construction materials produced or manufactured in the state only)
3. Hawaii	10%
4. Illinois	10% for coal only
5. Iowa	5% for coal only
6. Louisiana	4% meat and meat products 4% catfish 10% milk & dairy products 10% steel rolled in Louisiana 7% all other products
7. Montana	5% for residents * 3% for non-residents* *offering in-state goods, supplies, equipment and materials
8. New Mexico	5%
9. New York	3% for purchase of food only
10. Oklahoma	5%
11. Virginia	4% for coal only
12. Washington	5% (fuels mined or produced in the state only)
13. Wyoming	5%

- B.** The Reciprocal Limitations Act requires the Commonwealth to give preference to those bidders offering printing performed in Pennsylvania as against those bidders offering printing performed in any state that gives or requires a preference to printing performed in that state. The amount of the preference shall be equal to the amount of the preference applied by the other state for that particular category of printing.

The following is a list of states which have been found by the Department of General Services to have applied a preference for in-state printing and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Hawaii	15%
2. Idaho	10%
3. Louisiana	3%
4. Montana	8%
5. New Mexico	5%
6. Wyoming	10%

- C.** The Reciprocal Limitations Act, also requires the Commonwealth to give resident bidders a preference against a nonresident bidder from any state that gives or requires a preference to bidders from that state or exclude bidders from states that exclude nonresident bidders. The amount of the preference shall be equal to the amount of the preference applied by the state of the nonresident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

<b>STATE</b>	<b>PREFERENCE</b>
1. Alaska	5% (supplies only)
2. Arizona	5% (construction materials from Arizona resident dealers only)
3. California	5% (for supply contracts only in excess of \$100,000.00)
4. Connecticut	10% (for supplies only)
5. Montana	3%
6. New Mexico	5% (for supplies only)
7. South Carolina	2% (under \$2,500,000.00) 1% (over \$2,500,000.00)
	This preference does not apply to construction contracts nor where the price of a single unit exceeds \$10,000.
8. West Virginia	2.5% (for the construction, repair or improvement of any buildings)
9. Wyoming	5%

<b>STATE</b>	<b>PROHIBITION</b>
1. New Jersey	For supply procurements or construction projects restricted to Department of General Services Certified Small Businesses, New Jersey bidders shall be excluded from award even if they themselves are Department of General Services Certified Small Businesses.

- D. The Reciprocal Limitations Act also requires the Commonwealth not to specify, use or purchase supplies which are produced, manufactured, mined or grown in any state that prohibits the specification for, use, or purchase of such items in or on its public buildings or other works, when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state supplies:

<b>STATE</b>	<b>PROHIBITION</b>
1. Alabama	Only for printing and binding involving "messages of the Governor to the Legislature", all bills, documents and reports ordered by and for the use of the Legislature or either house thereof while in session; all blanks, circulars, notices and forms used in the office of or ordered by the Governor, or by any state official, board, commission, bureau or department, or by the clerks of the supreme court . . ./and other appellate courts/; and all blanks and forms ordered by and for the use of the Senate and Clerk or the House of Representatives, and binding the original records and opinions of the Supreme Court . . . /and other appellate courts/
2. Georgia	Forest products only
3. Indiana	Coal
4. Michigan	Printing
5. New Mexico	Construction
6. Ohio	Only for House and Senate bills, general and local laws, and joint resolutions; the journals and bulletins of the Senate and house of Representatives and reports, communications, and other documents which form part of the journals; reports, communications, and other documents ordered by the General Assembly, or either House, or by the executive department or elective state officers; blanks, circulars, and other work for the use of the executive departments, and elective state officers; and opinions of the Attorney General.
7. Rhode Island	Only for food for state institutions.

\*If the bid discloses that the bidder is offering to supply one of the above-listed products that is manufactured, mined, or grown in the listed state, it shall be rejected. Contractors are prohibited from supplying these items from these states.

## II. CALCULATION OF PREFERENCE

In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder shall be reduced by the percentage preference which would be given to a nonresident bidder by its state of residency (as found by the Department of General Services in Paragraph C above). Similarly, the amount of a bid offering Pennsylvania goods, supplies, equipment or materials shall be reduced by the percentage preference which would be given to another bidder by the state where the goods, supplies, equipment or materials are produced, manufactured, mined or grown (as found by the Department of General Services in Paragraphs A and B above).

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**III. STATE OF MANUFACTURE**

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Issuing Office to furnish the information. Failure to complete this chart and provide the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid.**

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Servers	Lenovo	Monterrey, Mexico

**IV. BIDDER'S RESIDENCY**

**A.** In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation to bid shall be used by the Commonwealth. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address: 10 Long Lane, Suite 100  
Mechanicsburg, PA 17050

\_\_\_\_\_  
 \_\_\_\_\_

**B.** In order to claim the preference provided under Section I.B., Pennsylvania resident bidders must complete the following or have such information on file with the Issuing Office:

1. Address of bidder's bona fide establishment in Pennsylvania at which it was transacting business on the date when bids for this contract/requisition were first solicited: 10 Long Lane, Suite 100, Mechanicsburg, PA 17050

2. a. If the bidder is a corporation:

(1) The corporation  is or  is not incorporated under the laws of the Commonwealth of Pennsylvania.

(a) If the bidder is incorporated under the laws of the Commonwealth of Pennsylvania, provide date of incorporation: 8/31/1993

(b) If the bidder is not incorporated under the laws of the Commonwealth of Pennsylvania, it must have a certificate of authority to do business in the Commonwealth of Pennsylvania from the Pennsylvania Department of State as required by the Pennsylvania Business Corporation Law (15 P.S. §2001). Provide date of issuance of certificate of authority: \_\_\_\_\_

(2) The corporation  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must register the fictitious name with the Secretary of the Commonwealth and the office of the prothonotary of the county wherein the registered office of such corporation is located as required by the Fictitious Corporate Name Act, as amended 15 P.S. §51 et seq. Corporate bidders conducting business under an assumed or fictitious name must provide date of registry of the assumed or fictitious name: \_\_\_\_\_

b. If the bidder is a partnership:

(1) The partnership  is or  is not conducting business in Pennsylvania under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, it must file with the Secretary of the Commonwealth and the office of the prothonotary the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended 54 P.S. §28.1. Partnerships conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

(2) The partnership  is or  is not a limited partnership formed under the laws of any jurisdiction other than the Commonwealth of Pennsylvania. If the bidder is an Out-of-state limited partnership, it must register with the Pennsylvania Department of State as required by the Act of July 10, 1981, P.L. 237, as amended, 59 Pa. C.S.A. §503. Out-of-state limited partnerships must provide the date of registry with the Pennsylvania Department of State: \_\_\_\_\_

c. If the bidder is an individual:

He or she  is or  is not conducting business under an assumed or fictitious name. If the bidder is conducting business under an assumed or fictitious name, he or she must file with the Secretary of the Commonwealth and the office of the prothonotary in the county wherein the principal place of business is located as required by the Fictitious Name Act of May 24, 1945, P.L. 967, as amended, 54 P.S. §28.1. Individuals conducting business under an assumed or fictitious name must provide the date of filing of the assumed or fictitious name with the Secretary of the Commonwealth: \_\_\_\_\_

## Trade Secret/Confidential Proprietary Information Notice

### Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Pierson Computing Connection, Inc.

Contact information for submitting party:

Debra A. Pierson  
President  
717-796-0493  
deb@pierson.it

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Bid proposal

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Response to RFP 6100051403



Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: *(Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).*

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost response.
- Information submitted as part of a vendor's technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
<input type="text"/>		
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<input type="text"/>		

## Acknowledgment

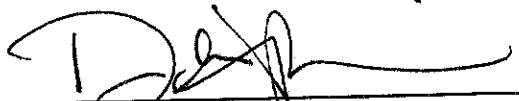
The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

  
\_\_\_\_\_  
Signature

President  
\_\_\_\_\_  
Title

July 21, 2021  
\_\_\_\_\_  
Date

## Event Summary - Enterprise Modular Servers

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<b>Supplier:</b>	PIERSON COMPUTING CONNECTION INC	<b>Type</b>	Request for Proposal
<b>Number</b>	RFP 6100051403	<b>Stage Title</b>	-
<b>Organization</b>	CommonwealthPA	<b>Currency</b>	US Dollar
<b>Exported on</b>	1/13/2022	<b>Exported by</b>	Raymond Jaime
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	Yes	<b>Bid Total</b>	0.00 USD

## Event Dates

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<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	7/7/2021 1:00 PM EDT
<b>Close</b>	8/11/2021 1:00 PM EDT
<b>Submission Date</b>	8/11/2021 8:52 AM EDT
<b>Sealed Bid</b>	8/11/2021 1:00 PM
<b>Question Submission Close</b>	8/4/2021 12:00 PM EDT

# Prerequisites

★ Required to Enter Bid

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## 1 ★ Instructions To Supplier :

Responsibility to Review.

### **Certification**

I certify that I have read and agree to the terms above.



### **Supplier Must Also Upload a File:**

No

### **Prerequisite Content:**

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

## Questions

### RFP Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★  
File Upload  
1.1.1 Pierson - Technical Submittal RFP 6100051403.docx
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload  
1.1.2 Pierson - VPATs Lenovo Server Products.zip
- 1.1.3 I have read and fully understand the attached Service Level Agreements. ★  
Yes/No  
Yes
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.  
Text (Multi-Line)  
No response.

#### Group 1.2: Cost

- 1.2.1 Please use the attached Appendix D Cost Submittal to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★🔒  
File Upload  
1.2.1 Pierson - Appendix D - Cost Submittal.xlsx

### Additional Required Documentation

#### Group 2.1: Standard Forms

- 2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload  
2.1.1 Pierson - Domestic Workforce Utilization Certification Form.pdf
- 2.1.2 Please download and complete the attached Reciprocal Limitations Act form. ★  
File Upload  
2.1.2 Pierson - GSPUR-89 Reciprocal\_Limitations\_Act\_Requirements.pdf
- 2.1.3 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload  
2.1.3 Pierson - Iran Free Procurement Certification Form.pdf
- 2.1.4 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload  
2.1.4 Pierson - TradeSecret\_ConfidentialPropertyInfoNotice.pdf

- 2.1.5** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload  
No response.
- 2.1.6** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload  
2.1.6 Pierson - BOP-1307+LOBBYING+CERTIFICATION+FORM.pdf
- 2.1.7** Offeror shall indicate acceptance of participation in the COSTARS Program by checking yes. Further explanation of the program can be found in the attached file.  
  
Yes/No  
Yes
- 2.1.8** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.  
File Upload  
2.1.8 Pierson - Participating Addendum with an External Procurement Activity.docx

**Group 2.2: Terms and Conditions**

- 2.2.1** By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★  
Yes/No  
Yes

**Group 2.3: Offeror's Representation**

- 2.3.1** By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★  
Yes/No  
Yes
- 2.3.2** By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★  
Yes/No  
Yes

**Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.



- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.