



Innovative Storage Solutions to Improve the Efficiency of Operations

Minnesota NASPO Value – Master Agreement for: Computer Equipment

Request for Proposal – Reference Number 29720

Gary Osredker
Manager, District Sales
+1 (720) 895-8968
gary.osredker@netapp.com

NetApp, Inc.
395 Crossman Ave.
Sunnyvale, CA 94089

Michelle Rudnicki
VP, US Public Sector
+1 (301) 717-2929
mrudnicki@netapp.com

March 18, 2021

Narrative Response

March 18, 2021

Andy Doran
IT Acquisitions Supervisor
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

Dear Andy:

Throughout the world, leading organizations count on NetApp for software, systems, and services to store, manage, protect, and retain one of their most precious assets: their data. As a leader in hybrid cloud data services, NetApp provides a full range of services that simplify management of applications and data across cloud and on-premises environments to accelerate digital transformation.

We help businesses move from building data centers to building data fabrics. Data fabric is an architecture and set of data services that provide consistent capabilities across a choice of endpoints spanning on-premises and multiple cloud environments. It simplifies the integration and orchestration of data services across clouds and on-premises to accelerate digital transformation.

On behalf of NetApp, Inc. (NetApp), we would like to thank you for inviting us to respond to the State of Minnesota NASPO ValuePoint Request for Proposal for Computer Equipment. NetApp, a data storage manufacturer headquartered in Sunnyvale, CA, is confident we can provide solutions for Band 3: Servers and Storage to all Participating States and Participating Entities through an awarded Master Price Agreement. NetApp has had a very successful track record on the current NASPO contract for Computer Equipment, Peripherals, and Related Services growing sales year over year. The current master agreement (MNWNC-121) through which NetApp products and services are sold has generated sales over \$135 million since the beginning of the contract term.

Together with our partners, we give global organizations the ability to release the full potential of their data to expand customer touchpoints, promote greater innovation, and optimize their operations. We give you the ability to:

- Transform with Cloud
- Add New Capabilities, Speed, and Agility
- Run Current Application Environment More Efficiently

Thank you again for presenting NetApp with the opportunity to provide you with more information about our products, technologies and services. NetApp offers the NASPO ValuePoint, the State of Minnesota, and any future participating States and Entities unique and comprehensive solutions that we are confident will exceed your business, financial and operational expectations with the lowest total cost of ownership. Please feel free to contact me directly with any questions you may have.

Sincerely,



Richard Scurfield (Mar 11, 2021 14:41 EST)

Richard Scurfield
Senior Vice President
NetApp, Inc.

Table of Contents

1	Narrative Response - Section 3: Response Requirements.....	1
A.	RESPONSE REQUIREMENTS: PRODUCT DEPLOYMENT	1
B.	RESPONSE REQUIREMENTS: ABILITY TO PERFORM.....	6
C.	RESPONSE REQUIREMENTS: ENVIRONMENTAL	29
D.	RESPONSE REQUIREMENTS: BUSINESS CAPABILITIES.....	37
E.	RESPONSE REQUIREMENTS: CUSTOMER SUPPORT	45
2	Signed Addendums to the RFP	48
2.1	Addendum 1 - Dated December 10, 2020	49
2.2	Addendum 2 - Dated December 17, 2020	50
2.3	Addendum 3 - Dated January 22, 2021	51
2.4	Addendum 4 - Dated February 19, 2021	52
2.5	Addendum 5 - Dated March 5, 2021	54
3	Solicitation Response Forms	56
3.1	Responder Declarations	57
3.2	State of Minnesota Workforce Certificate Information Form	59
3.3	State of Minnesota Equal Pay Certificate Form	61
3.4	Contact Information Form.....	63
3.5	State of Minnesota Resident Vendor Form.....	64
3.6	Solicitation Terms, Conditions, and Response Requirements Exception Form	65
3.7	Attachment K, MNIT Minimum Acceptable Standards for Band 3	71
	Appendix 1: NetApp Accessibility Conformance Report – WCAG Edition	72

1 Narrative Response - Section 3: Response Requirements

A. RESPONSE REQUIREMENTS: PRODUCT DEPLOYMENT

This Section requires a Narrative Response. In the Narrative Response, Responder should clearly identify the applicable Section. The Narrative Response must fully describe and provide detail about how the proposal satisfies each requirement. The Lead State reserves the right to only evaluate information explicitly included in these forms in the evaluation of the Section to which it applies.

1. Bands Offered. Responder must indicate which Bands they are proposing products in:

- ☐ Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, and Tablets
- ☐ Band 2: Personal Computing Devices – Non-Windows Operating System: Desktops, Laptops, and Tablets
- ☒ Band 3: Servers and Storage

2. Product Deployment. Responder must provide a high-level description of their proposed product's deployment in the following industries in the United States. The complete description should not exceed one page per industry, per Band.

- a. State and local government;
- b. K-12 Education;
- c. Higher Education; and
- d. Federal government.

Response: Public sector organizations rely on innovative NetApp data management solutions for their storage modernization, next-generation data center, and hybrid cloud needs. NetApp U.S. Public Sector is responsible for sales to the State and local government, K-12 Education, Higher Education, and Federal government industries.

a. State and Local Government

NetApp has been working side by side with state government clients for over 25 years. We've helped states develop innovative data management solutions to respond to earlier crises such as 9/11, the financial crisis of 2009, Superstorm Sandy, and Hurricane Katrina. These crises challenge states to respond to the needs of their citizens in new and unique ways.

NetApp provides solutions and services to help you address immediate requirements while preparing you for a more sustainable future. We can help you drive better application performance and lower costs while meeting security and data accessibility requirements across on-premises and cloud environments.

NetApp state and local government experience at a glance:

- All of the top 25 U.S. States run on NetApp
- 50% of the top 25 counties depend on NetApp
- 50% of the top 25 cities depend on NetApp

Additional deployment example:

[State of Nebraska](#) - The Nebraska state government's commitment to providing innovative services to citizens led the state to embark on a digital transformation that simplified and modernized its IT infrastructure. With this transformation, the state has saved more than \$11.3 million annually and has delivered paperless services to Nebraskans in record time. From hikers who use Nebraska state parks to new mothers who apply for Health and Human Services programs, all citizens are benefitting from the optimized IT environment.

Health and Human Services is one agency that is seeing dramatic results. That agency launched paperless, client-centered services with its Journey WIC (Women, Infants, and Children) program. New electronic processes eliminated 23 paper forms, speeding access to services and decreasing help-desk tickets from clients by 18%.

The following URL provides access to white papers highlighting additional solutions NetApp provides for state and local governments:

- https://govdatadownload.netapp.com/wp-content/uploads/2020/10/NetApp-Solutions-for-State-Government-eBook_June-2020.pdf
- https://www.netapp.com/pdf.html?item=/media/20548-Solutions-for-Local_Government-eBook.pdf

b. K-12 Education

As computers and networks get faster, users expect instantaneous access to information. To meet users' growing demands for data, K-2 must modernize its legacy infrastructure. Faster performance and increased agility enable Schools to better support students, teachers, and administrators with IT resources on demand.

K-12 highlights:

- 8 out of 10 of the largest school districts run on NetApp
- Blackboard depends on NetApp
- Fastest growing tier 1 storage provider to education sector

Additional deployment examples:

[School District of Palm Beach County](#) - When the School District of Palm Beach County, Florida, needed a data management solution to better provide secure access to student data, improve teacher and administrator productivity, and create efficiencies in its data center, the district chose NetApp AFF and NetApp hybrid controllers. The County was able to modernize their IT environment delivering data security, high throughput, low latency, cloud affinity, and data storage. This provided the County the ability to store 4.5PB of student data, reduce batch processing by 50%, from 6 hours to 3 hours or less.

[Miami-Dade County Public Schools](#) – Miami-Dade County Public Schools has 345,000 students and more than 40,000 employees across 392 schools. Fast access to applications such as its gradebook application is vital to enter grades, to submit homework assignments, and to view student progress. From teachers and students to parents and volunteers, 700,000 users rely on access to this data 24/7, and the district can't afford to have the system go down.

The NetApp AFF solution helps the department meet user demands for increased mobility and the ability to access information anywhere, anytime. As soon as a new app is introduced, the department can easily increase storage so that the level of performance across other apps is unaffected. This solution now better serves school administration with its SAP software suite.

c. Higher Education

- 40 of the nation's Top 50 colleges, universities, and institutes, including 9 of the top 10, rely on NetApp daily for the delivery of instructional content and advanced research efforts that shape tomorrow's leaders and drive innovation
- 80% Of the top 20 ranked Academic Medical Centers run on NetApp
- NetApp is the fastest growing Tier 1 Storage Provider to Higher Education
- 40+ Universities utilize the NetApp Academic Alliance Program- NetApp Academic Alliances helps develop future-ready IT leaders

The following URL provides access to a white paper highlighting additional solutions NetApp provides for K-12: https://www.netapp.com/pdf.html?item=/media/12195-NetApp_Solutions_for_Education_eBook_6_11_20.pdf

Additional deployment examples:

[Syracuse University](#) - Data is at the core of Syracuse University. The institution's ability to use data effectively is crucial to its success as a student learning community, advancing scholarly pursuit and exploration through research. To deliver the best possible value across those pursuits, the Syracuse University Information Technology Services (ITS) group embarked on a multiyear investment in the development of a single, unified data platform to serve diverse stakeholders. NetApp Solutions helped Syracuse University lower storage costs for massive and growing data sets while improving both school operations and empowering academic research.

- Decreased number of data storage arrays (drive-based units) from 20 to one
- Lowered storage costs for important, but non-urgent research data
- Increased performance, reliability, and availability of critical operations data
- Improved IT budget sustainability for university as a whole

[Prestigious University](#) - A prestigious university has extensive data that makes a global impact. It needed a more flexible, cost-effective, cloud-enabled plan, so it turned to storage tiering with NetApp ONTAP and StorageGRID technology.

With its explosive growth in data, the university knew that it needed to make a change. Working with NetApp, it created a storage-as-a-service (StaaS) model, in which its 12 schools and its undergraduate college pay for their share of data storage.

NetApp is the university's primary storage provider, representing 95% of the university's central storage infrastructure. The foundation of the NetApp ecosystem is the FAS environment. The university now uses all the NetApp products that come with that foundation: NetApp SnapMirror, SnapVault, SnapManager for Oracle, and SnapManager for Microsoft SQL Server, and NetApp SnapCenter software protects the university's virtual machines. Capacity increased by 35% while reducing from eight (8) to two (2) racks and more than 1PB of space has been saved.

d. Federal government

As the [#1 provider of data storage and management to the U.S. Federal government](#), NetApp understands the importance of security. NetApp's history reflects an ongoing commitment to security certification and to the confidentiality, integrity, and availability needs of customers and partners. NetApp was the first storage provider to:

- Achieve [Common Criteria \(ISO/IEC 15408\) certification](#)
- Be certified and listed on the [Unified Capabilities \(UC\) Approved Products List \(APL\)](#)

It is important to note that NetApp is largely built on supporting the Federal Government.

The Federal government includes Civilian agencies, Department of Defense, and the Intelligence Community. The Army is NetApp's oldest U.S. Government customer and NetApp is the largest data storage provider to the Department of Defense for five consecutive years. NetApp has been successful in DOD because we align our solutions and support with the needs of the soldiers, sailors, marines, and the contractors that support them. We built a support infrastructure that enables us to support DOD with US citizens at multiple levels of classification no matter where the mission is performed. NetApp has one operating system, so DOD operators only need to learn one system to operate everything NetApp in their domain. NetApp makes a sizable annual investment in ensuring our solutions meet the security requirements of the DOD such as UCR Certification, Security Technical Implementation Guides (STIG), Defense Information Assurance Certification, and Accreditation Process (DIACAP), and IPv6 Standard Profiles for IPv6 Capable Products.

Our work with federal civilian agencies is a long-standing part of our business that spans a wide range of organizations.

- Supports critical mission requirements across the nation, at the borders and around the world
- Assists in processing millions of tax returns
- Over 36 million medical images managed at 148 VA Medical Centers

Additional deployment example:

[U.S. Government Organization](#) - Protecting details concerning U.S. security is no small task. The systems for housing any agency data must not only meet critical security protocols but also keep the data easily accessible. One organization sought a private cloud-based network that would support resource-sharing among related teams that must be segregated from each other, while allowing it to quickly recover essential information.

The solution's multitenancy provides the security that the organization requires. Some of the security controls include disaster recovery capabilities and continual-operations capabilities. The solution also meets the risk management framework requirement for data-at-rest encryption on all servers and storage. Now, the team can more fully align with the organization's security goals.

As a result, deployment times were reduced 60% across three networks and data recovery was accelerated from days to minutes.

B. RESPONSE REQUIREMENTS: ABILITY TO PERFORM

This Section requires a Narrative Response. In the Narrative Response, Responder should clearly identify the applicable Section. The Narrative Response must fully describe and provide detail about how the proposal satisfies each requirement. The Lead State reserves the right to only evaluate information explicitly included in these forms in the evaluation of the Section to which it applies.

Portions of this section, as negotiated, will become terms in the Master Agreement.

- 1. Contractor Verification.** Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

Response: NetApp is the manufacturer of the products proposed in Band 3. NetApp has read, understands, and will comply with this requirement.

Responder must verify that it is a manufacturer of at least one product in each Band proposed. Responder must determine the best way to provide this verification but are encouraged to be brief. The Lead State reserves the right to request additional verification as needed.

Response: NetApp is a leading provider of storage and data management solutions and a qualified manufacturer of Band 3: Servers and Storage. Founded in 1992 and headquartered in Sunnyvale, California, NetApp specializes in helping our customers get the most out of their data with industry-leading cloud data services, storage systems, and software.

We bring the enterprise-grade data services you rely on into the cloud, and the simple flexibility of cloud into the data center. And we do it with industry-leading solutions that work across diverse environments and the world's biggest clouds.

NetApp has had a very successful track record on the current NASPO contract for Computer Equipment, Peripherals, and Related Services growing sales year over year. The current master agreement (MNWNC-121) through which NetApp products and services are sold has generated sales over \$135 million since the beginning of the contract term.

Responders must provide a brief description of the products proposed for each Band that are manufactured by the Responder. This description should include the approximate number and type (desktop, laptop, accessory, etc.) of the offered products. This description should not exceed one page per Band.

Response: For customers looking to run their current application environment more efficiently, NetApp provides high-performing, cloud- integrated technologies and converged and hyper-converged infrastructures. This includes a highly differentiated portfolio of all-flash and hybrid array offerings. Customers get better results with simplicity, speed and automation across core, edge, and cloud. The following is list of the main storage products offered by NetApp:

NetApp AFF A-series - NetApp AFF A-Series all-flash arrays combine industry-leading performance, efficiency, and data management with seamless cloud connectivity. Powered by ONTAP, AFF A-series systems accelerate, manage, and protect business-critical data while eliminating performance silos by seamlessly integrating into a cluster with hybrid FAS systems, enabling workloads to transparently move between high-performance tiers and low-cost capacity tiers. (Currently 5 products offered including the AFF C190)

NetApp FAS Series - NetApp FAS arrays, powered by ONTAP software, are optimized for easy deployment and operation while also having the flexibility to handle future growth and cloud integration. The FAS family's range of capabilities for SAN and NAS workloads make it an ideal solution for general-purpose business applications as well as backup and retention. (Currently 6 products offered)

NetApp SolidFire - NetApp SolidFire all-flash storage systems, powered by Element software, are architected for rapidly transforming environments. As the foundation for private cloud infrastructure, SolidFire allows independent scaling, consistent performance, and automation integrations. SolidFire enables organizations to get closer to the speed and simplicity of business in the cloud while exceeding the demands of keeping data on-premises. (Currently 4 products offered)

NetApp HCI - NetApp's disaggregated HCI, powered by Element software, allows independent scaling of compute and storage, adapting to workloads with consistent performance. Organizations can consolidate workloads and reduce costs with unified data orchestration and integration across public, private, and on-premises environments. (Currently 6 products offered)

NetApp EF-Series - NetApp EF-Series all-flash arrays, powered by SANtricity software, deliver fast, consistent response times to accelerate high-performance databases and data analytics. Designed specifically for mixed-workload environments, including big data analytics, technical computing, video surveillance, and backup and recovery, the EF-Series provides leading price/performance, configuration flexibility, and simplicity in a compact package to help organizations make decisions faster, more actionable, and more secure. (Currently 4 products offered)

NetApp E-Series - NetApp E-series Hybrid Flash systems, powered by SANtricity software, are built for dedicated, high-bandwidth applications like data analytics, video surveillance, and disk-based backup that need simple, fast, reliable SAN storage. (Currently 2 products offered)

NetApp StorageGRID – NetApp StorageGRID is an object-based storage solution that provides intelligent policy-driven data management. StorageGRID supports industry-standard object APIs like the Amazon Simple Storage Service (S3) API. Organizations can optimize data availability, performance, geo-distribution, retention, protection, and storage cost with metadata-driven policies. (Currently 6 products available)

Hybrid Cloud Storage - [Hybrid cloud storage](#) is a combination of remote cloud storage (either public or private) and local on-premise storage solutions. Storage is often implemented with proprietary software or appliances that sync with cloud resources via API. These infrastructures are typically used by organizations that want or need to keep data locally accessible. For example, due to mission-critical legacy applications or compliance restrictions.

When operating a hybrid infrastructure, you can have separate data stored in cloud or local resources, or you can sync data. For example, you can use policy engines to

transfer infrequently accessed data to the cloud while retaining frequently accessed data. Meanwhile, syncing data enables you to gain the cloud's availability while maintaining low latency provided by on-site resources. There are numerous cloud products available from NetApp that can be sold with an on-premises solution to enhance the solution depending upon the use case and workload. A listing of available cloud products that complement our solutions can be reviewed at: <https://www.netapp.com/cloud-services/> and <https://cloud.netapp.com/>.

2. Company Capacity and Capabilities. Responder must provide a high-level description of their company detailing how they will support this Master Agreement in no more than one page per section below:

a. Facilities. Responder must indicate which facilities have been ISO 14001 certified.

Response: NetApp is committed to the success of our customers and partners, to delivering value to our shareholders, and to positively impacting the communities where we work and live.

Furthermore, NetApp is committed to comply with applicable legal, customer and other requirements to prevent pollution and minimize environmental impact of our activities, products, and services through the continual improvement of our environmental management system.

NetApp conforms to the Environmental Management System Standard ISO 14001:2015. Our Environmental Management System provides the framework for setting, monitoring and continuously improving our environmental goals and objectives.

NetApp performs environmental auditing processes as part of our ISO 14001 certification. The NetApp Environmental Management System (EMS) is a continual cycle of planning, implementing, reviewing, and improving NetApp processes and actions to meet environmental obligations and objectives. NetApp's current ISO 14001 Certificate can be found at:

<https://www.netapp.com/pdf.html?item=/media/17163-14001certificate.pdf>

NetApp currently has 20 sites that are ISO 9001 and ISO 14001 certified. The 20 certified offices account for approximately 75% of the employee headcount world-wide.

The 20 ISO 9001 (Quality Management System (QMS)) and ISO 14001 (Environmental Management System (EMS)) certified NetApp facilities/sites are listed below:

1. Sunnyvale CA (HQ)
2. Bangalore India
3. RTP NC
4. Amsterdam Netherlands (EMEA HQ)
5. Wichita KS
6. Boulder CO
7. Waltham MA
8. Vancouver BC Canada
9. Munich Germany
10. Dusseldorf Germany

11. Frankfurt Germany
12. Stuttgart Germany
13. Hamburg Germany
14. Berlin Germany
15. Walldorf Germany
16. Nuremberg Germany
17. Reykjavik Iceland
18. Tel Aviv Israel
19. Petach Tikva Israel
20. Herzliya Israel

- b. Manufacturing Process.** Responder must describe, at a high level, their manufacturing process.

Response: NetApp's configure to order (CTO) process provides customer-specific system configurations using NetApp standard hardware and software building blocks. Using our quote tools, we define our customer's product configuration by selecting from the hardware and software options available for that system family. The resulting CTO order is electronically transmitted to NetApp's factories where contract manufacturing partners assemble and test the configured system to NetApp specifications.

NetApp system components and sub-assemblies undergo extensive functional testing and burn-in by our suppliers. Assembled systems undergo a thorough integrated system test to fully exercise and test the integrity of each assembled system. Upon successful test completion, the operating system (ONTAP) is downloaded and additional customer-purchased software features are then enabled.

NetApp partners with Super Micro, Quanta, Jabil Circuits, and Foxconn, some of the world's leading electronic manufacturing services (EMS) providers. They offer unmatched global supply chain and manufacturing operations, providing NetApp EMS internationally as well as near our major distribution hubs located in Texas, The Netherlands, and Singapore. NetApp and its strategic EMS providers are all ISO 9001:2015 and ISO 14001:2015 certified.

NetApp's supply chain is optimized for transportation cost and delivery lead time. Each NetApp primary geography, (Americas, Asia Pacific, and Europe-Middle East-Africa) has a regional integration center and a regional distribution center so that quick-ship parts and assembled systems only travel short distances before distribution. Our products also travel the most efficient route from the regional distribution center to the customer.

The NetApp distribution centers have been chosen for their proximity to customer centers around the world. The distribution and manufacturing centers are connected and managed using the latest information technology, security, and B2B commerce links in tandem with world-class disaster recovery backup protocols.

Our goal is to provide NetApp products and services that conform to customer contractual and regulatory requirements and to continually strive to exceed customer expectations. We aim to meet our quality goals through defect prevention, achieved through a combination of the following activities:

- Statistical process control
- Continuous quality improvement

- Establishing and reviewing objectives
- Real-time quality measurement and feedback
- Corrective action activity
- Management support
- Employee empowerment

- c. **Personnel.** Responder must include documentation that indicates the number and type of sales, support personnel, or other resources that are employed to service purchase orders or equipment for non-federal governmental customers.

Response: The following table highlights the roles and number of employees that will assist to support a successful rollout and ongoing operation of any future contract that may be awarded to NetApp.

Table 1: Number of employees by role supporting SLED sales region.

Roles	Number of Employees
Sales / Sales Development	66
Systems Engineering	23
Inside Sales and Renewals	13
Field Administrators	2
Business Development / Channel Development	7
Professional Services / Customer Delivery	11
Marketing	2
Sales Operations and Legal	12

- d. **Organization.** Responder must include a brief overview describing how the Master Agreement will be supported from senior management down to field technicians, including the use of any wholly owned subsidiaries or subcontractors.

Response: NetApp promotes and sells our storage solutions to state and local governments and education markets (K-12 and higher education) directly through our sales force in NetApp U.S. Public Sector.

NetApp U.S. Public Sector represents roughly 200 Sales Representatives and Account Managers in the United States. NetApp's State and Local Government, and Education (SLED) sales region within NetApp U.S. Public Sector is the sales team that would be responsible for sales through this contract. The SLED sales region consists of 66 sales representatives, sales development representatives, and management covering the United States that are teamed with 23 technical/systems engineering resources. The SLED sales team is divided into four (4) sales districts, North, South, Central, and West.

- e. **Production Viability.** The average sales per Contractor under the Contracts in calendar year 2019 was approximately \$78,000,000. Briefly describe your company's capacity to meet this level of sales volume, including any previous publicly-available sales numbers and publicly-announced future plans. A responder without sufficient capacity should describe the extent of their current capacity and describe their plans of increasing that capacity over the life of the contract.

Response: NetApp is global company that has been in business for 29 years with manufacturing and production facilities to meet current and future demands over the life of the contract.

NetApp is a publicly held FORTUNE 500 company with over \$5 billion in revenue, and more than 10,900 employees in 112 offices worldwide. We are a member of the S&P 500 and NASDAQ 100 and our stock symbol is NTAP. Our annual reports can be found at <http://investors.netapp.com/annuals.cfm>.

The following table summarizes NetApp's financial information over the last five years. All amounts are in U.S. dollars.

Table 2: NetApp revenue and financial information for the last five years.

Five Year Revenue and Financial Information					
	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
Total Revenues*	\$5,412	\$6,146	\$5,919	\$5,491	\$5,546
Total cost of revenue	\$1,789	\$2,201	\$2,210	\$2,127	\$2,173
Net income	\$819	\$1,169	\$116	\$481	\$229
Current assets	\$4,274	\$5,610	\$6,952	\$6,198	\$6,448
Total assets	\$7,522	\$8,741	\$9,991	\$9,562	\$10,037
Shareholder's equity	\$2,067	\$2,067	\$2,780	\$2,881	\$3,414

*In millions, except per-share amounts

3. **Equipment and Services Overview.** Describe the ability to provide computer equipment and the services related to supporting the equipment. Include an overview of how the equipment is delivered and serviced. A list of potential services is below. Responder must provide a list and a brief description of the services offered under each Band. The lists and descriptions must be separated out by Band and must be two pages or less per Band. Not all services may be applicable to each Band.

- a. Warranty – Break Fix – Non-Warranty

Response: NetApp stands behind its products with one of the best warranties in the industry. We typically warrant hardware for a period of three years from the date of delivery. In the event of material nonconformity during warranty, NetApp will repair or replace the hardware or refund the purchase price paid for the non-conforming hardware. Replacement parts will be warranted for the remainder of the Hardware Warranty period.

Software comes with a 90-day media replacement warranty (material conformance to published documentation and free from media defects). The warranty becomes effective on the shipment date.

NetApp offers customers the option to extend the warranty or augment their existing warranty by purchasing SupportEdge support offerings (<https://www.netapp.com/services/support/supportedge/>). These services offer maintenance and support packages and extended warranty options.

b. Standard non-customized training

Response: NetApp offers standard non-customized training on its hardware and software through NetApp Learning Services. Customers can choose the training delivery option that best fits your schedule and work environment. We offer various options, so you can minimize impact to your normal work demands. We offer:

- Instructor-led classroom instruction through our global network of Authorized Learning Partners
- A catalog of free web-based courses valued at over \$7,000 USD
- Virtual live instruction so you can attend a live instructor-led course without leaving your desk

NetApp Learning Services has a list of courses covering all aspects of our technology and configurations. View our portfolio of training by accessing the [NetApp Learning Services](#) or download our [Customer Training Guide](#).

c. Installation/de-installation

Response: NetApp offers various deployment services that are proven, repeatable process to install systems and get them functioning. In addition, custom installation and de-installation services are available on a time and materials basis or through a mutually developed Statement of Work (SOW).

d. Support

Response: Technical support is accessible 24 x 7 x 365 with the standard warranty. Our support service options are designed to meet your exact needs—from basic hardware and software support to comprehensive, proactive, personalized support from NetApp technical experts and our digital support tools.

NetApp's SupportEdge support service offering augments the standard hardware and software warranty providing simplified, intuitive packaging of hardware, software, and operating system support makes it easier to choose the right support for your business. To help you plan your budget, the SupportEdge offerings (Basic, Advisor, Expert, Protect for Government) come with flat and predictable pricing across the lifecycle of your NetApp solution.

Customers get more value from your NetApp investments by leveraging the new predictive capabilities in Active IQ digital advisor to help boost the security, performance, availability, and efficiency of your NetApp infrastructure. Further

enhance your NetApp experience with personalized support services and expedited access to global support experts.

e. Migration

Response: NetApp data migration professionals specialize in performing online and offline data migrations of your homogeneous / heterogeneous SAN, NAS and compliance environments. Our extensive experience in migrating enterprise storage architecture, combined with our project management skill and array of NetApp hardware and software certifications places our customers in the best hands.

Our comprehensive migration plan fully defines what data is to be moved and to where, how and when it is to be moved, and how long the migration will take. Expert upfront planning helps shorten the duration of the migration process and minimizes business impact and risk.

f. Asset tagging

Response: NetApp does not perform asset tagging; however, authorized partners can perform these tasks under the hourly consulting rate. In addition, customers can track all of their NetApp controllers from within the NetApp Support Site by serial number.

g. Staging/deployment

Response: Staging/deployment services can be purchased based upon time and materials, customer statement of work, or through one of NetApp's deployment services. NetApp Deployment Services are fixed cost, fixed scope implementation and configuration services that offer modular add-on services that allow for the service to be relevant to an end users environment.

h. Image loading

Response: Not applicable. Does not apply to NetApp storage.

i. Image consulting

Response: Not applicable. Does not apply to NetApp storage as NetApp is a COTS provider.

j. System and server configuration

Response: System and server configuration services can be purchased based upon time and materials, custom statement of work, or through one of NetApp's Deployment Services (Basic, Standard, Advanced).

k. Rack and stack configuration

Response: NetApp has three (3) deployments services available (Basic, Standard, Advanced) that can be optionally purchased. The Basic Deployment Service covers rack and stack configuration. The NetApp System Basic Deployment Service installs a single or dual-controller NetApp ONTAP storage system, NetApp E-Series system, or NetApp StorageGRID appliance. The Basic Deployment Service connects the system to the customer's environment. If multiple systems are to be deployed, then a deployment package is required for each high availability (HA) -pair, node or other unit of measure bounding the package. Additional options exist for custom deployment options based upon time and materials or through a Statement of Work.

The goal of the NetApp Basic Deployment Service is to provide a high-performance NetApp technology—whether it is a storage system, an appliance, software, or other technology—that is ready to meet the application requirements. In addition to installation, setup, and verification, NetApp optimizes the system so that customers can reap the benefits of a consistent, high-quality deployment from the start while minimizing risk and shortening deployment time. NetApp service professionals help eliminate missteps so that the customer's staff can stay focused on business-critical tasks.

l. Maintenance

Response: NetApp will provide the warranty service and optional maintenance for equipment that will be available for purchase on the Master Agreement. The standard warranty can be augmented by purchasing NetApp's SupportEdge services that provides extended warranties for hardware and software.

m. Custom service solutions

Response: NetApp Professional Services is comprised of an international network of experts whose extensive skill sets give us the ability to provide individual solutions based on our customers' architectural needs and business demands. Both professional and consulting services can be purchased in a fixed price, fixed scope format, or NetApp can create a custom deployment solution.

n. Asset management

Response: NetApp does not perform asset management; however, authorized partners can perform these tasks under the hourly consulting rate. In addition, customers can track all of their NetApp controllers from within the NetApp Support Site by serial number. Accessing the Support Site provides customers that ability to view current support contracts and provides the ability to renew maintenance in addition to other important activities.

o. Recycling/disposal

Response: NetApp has two trade-in programs that offer customers the ability to reduce their TCO for network storage systems: NetApp Trade-in and Competitive Trade-in. These programs also promote good environmental stewardship through proper removal and recycling of equipment in most countries.

p. Training and certification

Response: NetApp Learning Services offers training and certification programs, so you get the best possible value from your NetApp investment. We partner with training companies worldwide to provide you and your staff members with proven methods to help you maximize performance, minimize downtime, and conserve valuable personnel resources. You can minimize travel and overall training costs because we provide training that is convenient to you—both in a physical or virtual classroom.

Our courses center on the concept of “learning by doing.” Many courses include case studies derived from actual NetApp customer deployments. These help you learn how other administrators address the challenges of large or demanding infrastructures. Our course developers work with NetApp customer support and development engineers to create training that gives you the knowledge and skills you need most.

NetApp Learning Services has a list of courses covering all aspects of our technology and configurations. View our portfolio of training by accessing the [NetApp Learning Services](#) or download our [Customer Training Guide](#), which provides training recommendations by role and/or technology. Our full range of education and certification services will help maximize your return on investment and lower your total cost of ownership.

q. Other services available as allowed in the RFP – provide list with your response

Response: Additional services that NASPO ValuePoint customers can find value in are the following:

- [Support Account Manager](#) – The Support Account Manager (SAM) works directly with your team to develop deep knowledge of your NetApp data storage environment, business goals, and service history. This knowledge, combined with continual assessment of the health of your IT environment, enables your SAM to reduce IT disruptions by identifying, predicting, and proactively addressing potential risks.

A SAM helps to optimize your NetApp infrastructure and reduce risk when planning changes in your data storage environment. Having a SAM aligned to your business enables you to reduce your operational costs and maximize the return on your data storage infrastructure investments.

- [Residency Services](#) – NetApp Residency Services help you boost the effectiveness of your IT organization with certified administrators, engineers,

consultants, and architects. Our highly skilled storage professionals work as part of your corporate IT team, offering deep NetApp expertise as they roll up their sleeves to help your business run at top efficiency.

- [Non-Returnable Disk Service](#) - With the NetApp Non-Returnable Disk (NRD) Service, customers are not required to return defective disks and nonvolatile solid-state drive (SSD) and memory components to NetApp when a replacement disk or SSD component has been sent under a parts exchange request and Return Material Authorization. The NRD Plus Service allows customers to keep failed disks and SSD components or to dispose of the failed disks or components on their own.
- **Assessment Services**
 - **Data Protection and Security Assessment Service** - NetApp will examine a customer's ONTAP storage estate to ensure their data protection needs are aligned to meet their RTO's/RPO's. We will also assess from a security standpoint and ensure they are leveraging all of NetApp's best practices.
 - **SAN Health Check Service (Pre-Sales)** - The NetApp SAN Health Check Service is a pre-sales service designed to gather actionable intelligence on the customer's SAN environment and provide recommendations to ensure the optimum level of performance and availability. The SAN Health tool generates a report, which provides details on performance, capacity, utilization, component configuration, and overall health. This service helps customers identify and rectify gaps in their SAN environment.
- **Upgrade Services** – These services can help a customer upgrade to the latest versions of software, firmware and patches for SAN and NAS environments; perform controllers upgrades (data in place upgrade); controller swap; and system relocation services.

4. Warranty and Maintenance. The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

- a. Describe in detail how Responder will secure warranties for all products and services.

Response: NetApp offers customers the option to extend the warranty or augment their existing warranty by purchasing SupportEdge support offerings (<https://www.netapp.com/services/support/supportedge/>) at the point of sale. These services offer maintenance and support packages and extended warranty options.

SupportEdge can be purchased annually or in multiple years such as 3, 5, or 6 years when possible.

- b. Describe proposed warranty service and maintenance.

Response: NetApp offers a variety of support options, designed and priced for your needs, whether you work at a large enterprise, a classified government installation, or a small business. Our SupportEdge offerings range from highly predictive, proactive, and personalized support to simple, effective, and affordable options to let you get the most out of your storage investment.

Support Offerings

NetApp support options are designed to meet your exact needs—from basic hardware and software support to comprehensive, personalized support provided by NetApp technical specialists along with our industry-leading Active IQ digital support tools.

NetApp offers the following support options beyond the basic hardware:

- **Basic Support.** Access to all NetApp support tools and technical specialists to keep your non-mission-critical systems up and running with all current software updates and patches.
- **SupportEdge Advisor.** Predictive, proactive support for business-critical storage systems and customers that need rapid response targets, parts delivery, and replacement. Includes access to new Active Digital Advisor capabilities.
- **SupportEdge Expert.** All the features of SupportEdge Advisor with faster delivery, onsite installation, and priority queueing with direct routing to level 2 support for software issues. Includes exclusive personalized services, including a Support Account Manager, (see section 6) managed upgrade services and periodic system health reviews performed remotely by NetApp specialists.
- **SupportEdge Protect for Government.** An add-on service for either SupportEdge Advisor or SupportEdge Expert that is designed to meet the needs of U.S. government organizations. Delivers advanced support performed by U.S. citizens on U.S. soil while providing flexibility in meeting your demanding security requirements. All onsite support is delivered by technicians with appropriate security clearances.

The Value of NetApp Support

Flat and Predictable Pricing

NetApp offers flat and predictable pricing¹ for the support offerings described above, both at the point of sale and at renewal, based on a fixed percentage of the product list price. Flat and predictable pricing assures that support pricing will not increase over the life of the support contract as long as the configuration remains the same.

¹ Flat and predictable pricing is only offered for the party purchasing directly from NetApp, whether that is the end customer, distributor, or reseller partner. Flat and predictable pricing (i) is subject to increases for annual inflation (as measured by the Producer Price Index) (ii) does not include replicating any one-time promotional discounts or deal (iii). Third-party branded products that NetApp supports may be subject to additional passthrough increases imposed by third-party vendors.

Active IQ

Only NetApp Support customers get access to Active IQ insights and our Technical Support Center expertise. New Active IQ Digital Advisor features are only available to SupportEdge Advisor and SupportEdge Expert customers. Using AIOps, Active IQ uncovers opportunities and potential risks to improve the overall health of your storage environment and provides the prescriptive guidance and automated actions to make it happen. It delivers features such as automated risk remediation, Active IQ digital digest, firmware upgrades, digitized health checks, and wellness reviews.

For SupportEdge Advisor customers, Active IQ Digital Advisor offers actionable insights which you can use to run and maintain your environment more effectively. For SupportEdge Expert customers, the personalized assistance given via the Support Account Manager and other NetApp professionals can complement your resources, and in many cases, do the work for you.

Comparing SupportEdge Plans

The support offering comparison in the following table can help you understand the different coverage options available. For full detailed descriptions, please visit:

<http://www.netapp.com/us/services-support/services/operations/services-descriptions.aspx>.

Table 3: NetApp SupportEdge offerings deliver the support you need whenever, wherever, and however you need it.

SupportEdge Offerings Comparison			
Feature	Basic Support	SupportEdge Advisor	SupportEdge Expert
Replacement parts delivery target	5 business days	Next business day, option to upgrade to 2 hours or 4 hours	Default: 4 hours; option to upgrade to 2 hours
On-site parts replacement	Not available	Option to upgrade to next business day, 2 or 4 hours	Default: 4 hours; option to upgrade to 2 hours
Target response objective for remote technical support	Priority 1: 16 hours	Priority 1: 30 minutes Priority 2: 2 hours Priority 3: 8 hours Priority 4: 24 hours	Priority 1: 30 minutes Priority 2: 2 hours Priority 3: 8 hours Priority 4: 24 hours
Access to remote hardware technical support	24/7/365	24/7/365	24/7/365
Software support with access to all patches and features	Included	Included	Included
NetApp Support site with 24/7 chat support using Elio with	Included	Included	Included

SupportEdge Offerings Comparison			
Feature	Basic Support	SupportEdge Advisor	SupportEdge Expert
Watson® routing to live representatives			
Direct routing to Level 2 support	Not available	Not available	Included
Direct routing to Level 2 support	Not available	Not available	Included
On-site support and troubleshooting ²	Not available	Included	Included
Priority queueing (skip the line)	Not available	Not available	Included
NetApp Unified Support	Not available	Included	Included
Remedial software upgrades	Not available	Included	Included
Periodic system health reviews	Not available	Not available	Included, performed 4 times per year upon request
Personalized Support Services	Not available	Not available	<ul style="list-style-type: none"> • Support Account Manager • Lifecycle management reports • Installed base management assistance • SupportEdge Expert-specific metrics reporting • P1 end-to-end case and escalation management
Active IQ ³	Access to Active IQ classic capabilities including: <ul style="list-style-type: none"> • Inventory • Raw ASUP Viewing • Security risks/vulnerabilities • Value Report 	Access to full suite of Active IQ Digital Advisor features with predictive AIOps capabilities including: <ul style="list-style-type: none"> • API access • Automated risk remediation 	Access to full suite of Active IQ Digital Advisor features with predictive AIOps capabilities including: <ul style="list-style-type: none"> • API access • Automated risk remediation

² NetApp sends authorized engineers to installation location to work on the problem after NetApp has isolated the problem and deemed on-site support necessary.

³ Requires AutoSupport® to be turned on.

SupportEdge Offerings Comparison			
Feature	Basic Support	SupportEdge Advisor	SupportEdge Expert
	<ul style="list-style-type: none"> Low touch (renewals, add-ons, and tech refresh) Advisories (Flash, FabricPool, Risk, Protection, etc.) 	<ul style="list-style-type: none"> Active IQ digital digest Nondisruptive firmware upgrades⁴ Digitized health checks⁵ 	<ul style="list-style-type: none"> Active IQ digital digest Nondisruptive firmware upgrades⁴ Digitized health checks⁵
Proactive parts replacement (through Active IQ automatically generated cases)	Included	Included	Included
Managed upgrade service	Not available	Not available	Included, performed 2 times per year upon request
Optional add-ons			
SupportEdge Protect for Government		Includes all the core support metrics and features of SupportEdge Advisor. Services are delivered by U.S. citizens with appropriate security clearances on U.S. soil.	Includes all the core support metrics and features of SupportEdge Expert. Services are delivered by U.S. citizens with appropriate security clearances on U.S. soil.

Technical Support is available 24/7, 365 days a year. The NetApp Technical Support Center (TSC) is organized on a regional, country, and city basis with overlapping service and parts coverage. On-site support is provided through a global network of engineers who are specialized in NetApp technologies. NetApp engineers include authorized service engineers (ASEs), qualified partners or official NetApp employees, field support engineers (FSEs), and escalation engineers trained to the highest level of competency in the industry.

NetApp TSC manages:

- 400 depots
- 120 dispatchers with local language capability and security
- 3 test and repair centers
- Technical Support locations in each Geo:
 - Americas: Raleigh, North Carolina; Wichita, Kansas; Boulder, Colorado; Rochester, NY; Bogota, Colombia
 - Europe: Sofia, Bulgaria; Amsterdam, Netherlands
 - APAC: Tokyo, Japan; Bangalore, India; Dalian, China

⁴ Nondisruptive firmware upgrades use Ansible playbooks for ONTAP drives and shelves.

⁵ Capabilities can vary by product.

The TSC is coordinated for all support activity around the globe, including phone, remote, and on-site actions. Technical Support is available during local office hours in French, German, Hebrew, Italian, Korean, Portuguese (Brazil), and Spanish.

The TSC is Support Center Practices (SCP) certified for offering a consistently high support experience for our customers, consistently driving an industry standard for SLA achievements for support response and parts delivery.

Using Self-Support

The NetApp Support site offers the following self-support capabilities:

- **Unified Search.** Quickly locate information on the NetApp Support site across documentation, Knowledgebase, technical reports, etc.
- **NetApp Community.** Join and participate in this online forum to communicate with other users, post technical questions, and find answers.
- **Support Dashboard.** Drive to resolutions faster with a personalized, mobile-friendly view of your support activity featuring quick access to key tasks and product health status.
- **Product Management.** Register and manage products through the complete life cycle.
- **Downloads.** Evaluate and access NetApp software and firmware.
- **Tools.** Work smarter, not harder with NetApp's suite of Support tools.
- **Product Documentation.** Reference all of NetApp's technical documentation library.
- **Guided Problem Solving.** Resolve most common technical issues quickly with curated troubleshooting content from technical experts.
- **Knowledgebase.** Real solutions to real-world incidents authored by the NetApp Technical Support team with daily content updates.
- **Knowledgebase TV.** Access high-demand, relevant Knowledgebase videos.
- **Chat.** Chat in real time with a technical support engineer with subject matter expertise or engage with Elio with IBM Watson® -your 24x7 virtual assistant.
- **Online Case Management.** Create a new support case, check status or escalate an existing incident.

5. **Website.** Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

Mandatory Requirements:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Section 1.G.b.

- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities

Desirable Requirements:

- Purchase order tracking
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

Response: It is NetApp's intent to simply update the information on our current compliant NASPO ValuePoint website for MNWNC-121. NetApp is committed to the continued NetApp maintenance of a compliant website that includes mandatory and applicable desirable requirements where possible.

- a. Describe the proposed website, including all mandatory and desirable capabilities being offered. Responses to this section should be no more than two pages. Screenshots that will help enhance the response are allowed, and do not count toward the page limit.

Response: As noted in the previous response, it is NetApp's intent to simply update the information on our current compliant NASPO ValuePoint website for MNWNC-121. NetApp is committed to the continued NetApp maintenance of a compliant website that includes the complete PSS which will identify the brand, specification, and price for every product and service being offered to NASPO ValuePoint. We will include links to the Designated Baseline Price List (USPS Price List) and all historical NASPO ValuePoint pricelists during the term of the contract. Our page will also include a list of all authorized resellers by participating entity.

Additionally, and as appropriate, this website will provide details to include product specifications, basic configuration aides, environmental certifications, warranty and support options and contact information for service concerns. From this main page, users will have access to additional e-commerce capabilities supporting the online ordering of select hardware, disk drives, cables, and cabinets. Although the site on the following pages is for our current NASPO

ValuePoint contract, feel free to browse the site to get a feel for the end user experience. <https://www.netapp.com/how-to-buy/contracts/wsca/>

The following images are screenshots of the current NetApp NASPO website.

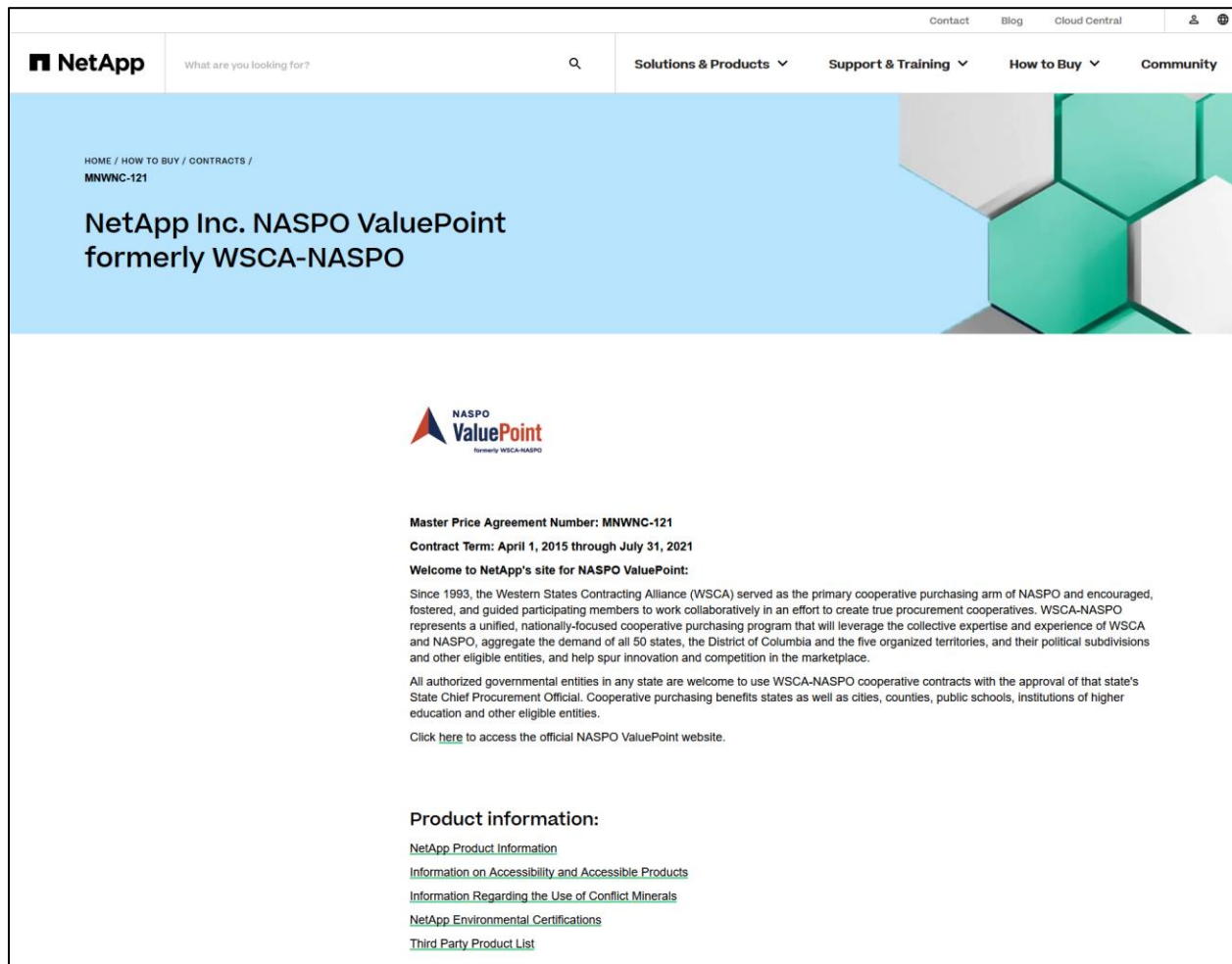


Figure 1: The NetApp NASPO ValuePoint website depicting the Master Agreement Number and links to product information.

State/entity participation:

Click on the state below to access the contract documents for each participating state:

NASPO ValuePoint State Agreements

Alaska	Montana
Arizona	Nebraska
Arkansas	New Jersey
California	New Mexico
Colorado	North Dakota
Florida	Rhode Island
Hawaii	South Dakota
Idaho	Tennessee
Iowa	Utah
Kansas	Washington
Kentucky	Wisconsin
Louisiana	Virginia
Minnesota	Henrico County, VA
Missouri	

Documents contract information:

[NetApp NASPO ValuePoint Master Agreement \(PDF\)](#)
[NASPO ValuePoint Solicitation \(PDF\)](#)
[NASPO Valuepoint NetApp Inc Response \(PDF\)](#)

Figure 2: Scrolling down the website users are presented with a listing of participating entities followed by links to contract information documents.

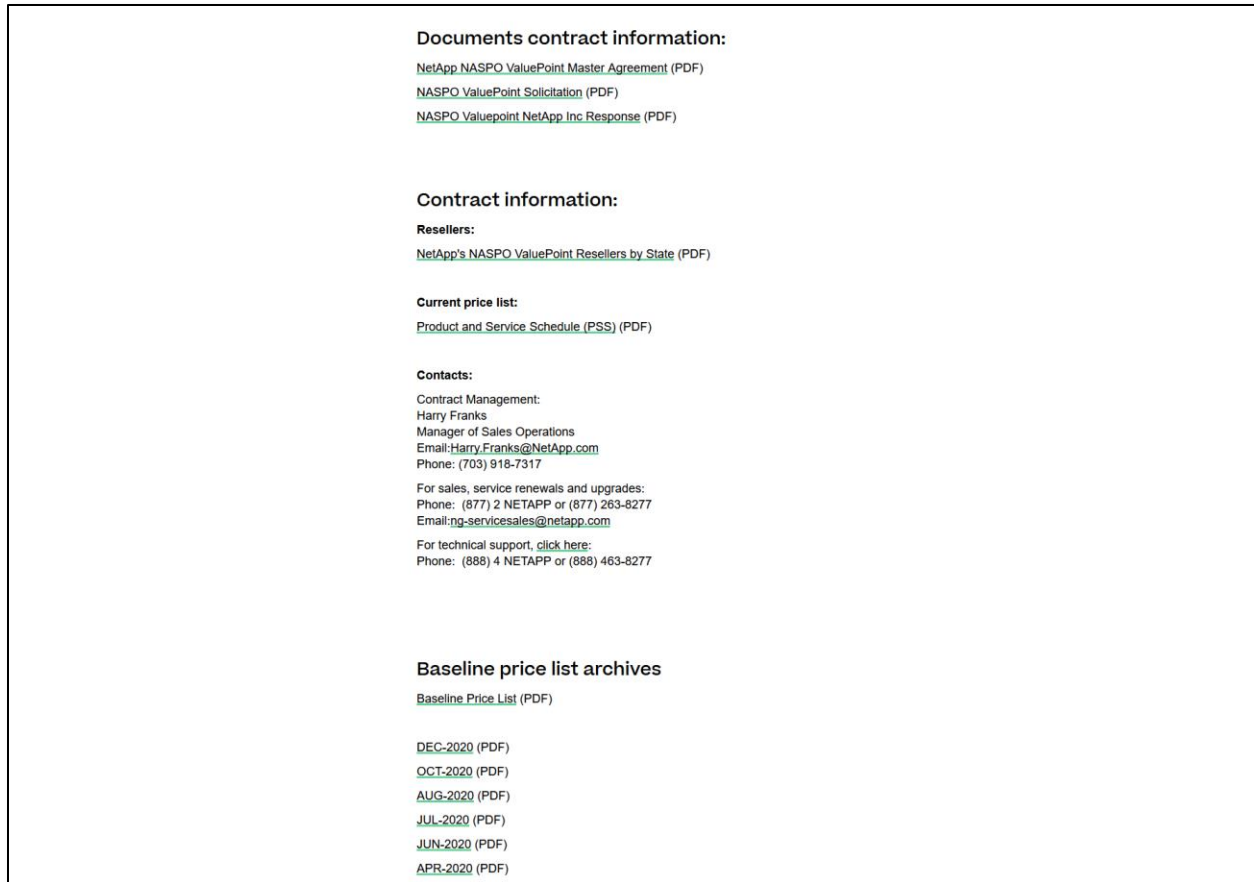


Figure 3: The lower portion of the website indicates additional contract information and contacts followed below it by price list archives.

- b. Describe your commitment to maintaining a website in adherence to the website requirements. Responses to this section should be no more than one page.

Response: NetApp has had a very successful track record on the current NASPO contract for Computer Equipment, Peripherals, and Related Services growing sales year over year. The current master agreement (MNWNC-121) through which NetApp products and services are sold has generated sales over \$135 million since the beginning of the contract term.

NetApp is committed to continuing to maintain a website in adherence to the website requirements.

If Responder has an example URL of a current website to demonstrate their capabilities, that may be included in the response to this Section. If elements of the website require a secure log-in, Responder must provide listing of items that would require a secure sign-in option (e.g. reprinting of invoices, or purchase order tracking).

Response: The following URL provides access to our current NASPO ValuePoint contract website. Feel free to browse the site to get a feel for the end user experience. <https://www.netapp.com/how-to-buy/contracts/wsca/>

There are no elements that require secure log-in.

The WCAG requested in Section 6.B applies to Responder's website to be offered under the Master Agreement.

Response: Please refer to [Appendix 1](#) for a copy of the completed WCAG conformance report.

NetApp is committed to making our products accessible. For guidance, we look to the accessibility best practices and standards defined by Section 508 of the U.S. Rehabilitation Act. NetApp has completed Voluntary Product Accessibility Templates (VPAT) for its products. NetApp follows the updated VPAT 2.1 standard which incorporates W3C WCAG 2.0 AA. Completed VPATs can be accessed for review from the following URL: <http://www.netapp.com/us/legal/accessibility.aspx>

- 6. Baseline Price List Verification.** Describe how the designated Baseline Price List(s) will be accessed and verified by potential end users, contract administrators, etc.

Response: The baseline pricing is the NetApp U.S. Public Sector Price List which has been included in the response. Baseline pricing is also verifiable by accessing the required NASPO ValuePoint website from www.netapp.com. NetApp currently hosts websites for all directly held contracts that similarly require the posting of contract pricing including list pricing/MSRP. These sites can be accessed from the following URL that will allow for list pricing to be verified: <http://www.netapp.com/us/how-to-buy/contracts/>.

- 7. Implementation Plan and Marketing Methodology.** In two pages or less, describe a thorough implementation rollout plan for the first year as part of the proposal. At a minimum, the response should include a description of the methodology (mailings, meetings, seminars, press releases, personal contacts) proposed, estimated dates and location of activities, including tasks to be performed and the timeframe for the completion of each task. Marketing materials are subject to approval by NASPO ValuePoint, the Lead State, and any relevant Participating Entity. Responder is reminded that after a statewide Participating Addendum is in place, nearly every governmental entity, public school, and university within the state may use the Contractor's Master Agreement.

Response: NetApp's marketing plan for the NASPO ValuePoint contract includes a combination of go-to-market programs for both awareness and lead generation. These marketing programs will be performed both as direct marketing activities (done solely by NetApp) as well as through our distribution partners and our authorized resellers.

A large majority of our business is done through our channel partners. We refer to these partners as our Agent Partner. As part of the partnership, we provide training, technical and sales support as well as marketing support, creating a well-rounded sales environment, thereby enabling our Agent Partners to act as an extension of our sales force.

NetApp's authorized Partners are independent businesses entrenched in the field, and specifically the State and Local and Education markets. Each of these Partners has their own annual and quarterly calendars, sales goals, marketing initiatives, employees, and customers. It is NetApp's intent to enable our Partners successes by allowing them to differentiate themselves through their services and expertise to promote contracts through the NASPO ValuePoint Master Agreement.

The following efforts will be an integral part of enabling our Partners to educate them and their customers of NetApp benefits and most importantly, the benefits of the NASPO ValuePoint master agreement.

Development of Comprehensive Marketing Programs for each Partner

NetApp's strict partner selection process requests each reseller to provide a compelling business model and plan before they are approved to partner for the NASPO ValuePoint contract and to provide a business plan in which they describe their plans for marketing to NASPO ValuePoint customers. This marketing plan will be developed within 45 days of being approved by NASPO ValuePoint or upon completion of Participating State Addendums. Some of the marketing activities proposed by NetApp's NASPO ValuePoint resellers would include:

- Local events
- Lunch & Learn
- Telemarketing
- Email campaigns
- Trade shows
- Industry Events
- Custom Web content
- NetApp product demo programs
- Advertising (print, online, radio)
- Catalog mailing

NetApp Direct Marketing

Kickoff Meeting

To ensure an effective contract rollout, NetApp's NASPO ValuePoint account team proposes to meet with the contract manager within 30 days after the contract is awarded to discuss how NetApp can best satisfy the expectations for the contract.

The following provides information on how NetApp intends to directly market the NASPO ValuePoint Master Agreement as well as to participating states and end users.

Local events and Lunch & Learn

Each of our Partner Agents is encouraged to develop and deploy local events targeting their Local Government, K-12, and higher education customers. We help guide these events with marketing expertise and market development dollars. Each of these events publicizes our buying vehicles, including the NASPO ValuePoint.

Industry Events and Tradeshows

NetApp and our partners participate in a variety of industry events and tradeshows across the US. Where appropriate, we will publicize our buying vehicles, including NASPO ValuePoint. The following is sample of some of the events NetApp participates in:

Table 4: Sample of events NetApp participates in.

Event	City	State
Nebraska Digital Government Summit	Lincoln	NE
New York City Technology Forum	Brooklyn	NY
Bay Area Digital Government Summit	Foster City	CA
Educause Annual Conference	Varies by year	
Colorado Digital Government Summit	Denver	CO
Minnesota Digital Government Summit	Minneapolis	MN
CUNY IT Conference	New York	NY
Wisconsin Digital Government Summit	Madison	WI
Nevada Digital Government Summit	Las Vegas	NV
NYC Technology Forum	New York	NY
NASCIO Midyear and Annual Conferences	Varies by year	
WV Information Technology Summit	Charleston	WV
Florida Digital Government Summit	Tallahassee	FL

Communication Strategies

NetApp has a multitude of methods for communicating and marketing events to the general public and its Agents to promote NASPO ValuePoint. Some of these communications strategies include:

- Press Release
- Webcasts
- NetApp User Groups
- Customer Reference Sites / Case Studies

Press Release – Upon award, NetApp will draft a press release to announce the availability of NetApp products on the NASPO ValuePoint contract.

Customer Reference Sites / Case Studies - NetApp's Marketing team will prepare case study documents illustrating how select NASPO ValuePoint customers have used NetApp data management products and services for specific government or education solutions.

Advertising through the NASPO website - Advertising on NASPO ValuePoint's website with banners ads and special promotions, both by NetApp and by our Agent Partners, will drive additional awareness of NetApp products and transactions.

Acquisition Methods - NetApp will also drive awareness of the master agreement on our public Internet website with hyperlinks to our NASPO ValuePoint specific web pages.

C. RESPONSE REQUIREMENTS: ENVIRONMENTAL

1. Environmentally Preferable Purchasing Commitment. Explain your commitment to environmentally preferable purchases specifically in the areas below.

- a. **End of life management.** Include detailed information regarding takeback, recycling and trade in programs available. Any available programs for cords and chargers should be included in this information. Responses should be no more than two pages.

Response: NetApp places special emphasis on recycling electronic waste (e-waste), both from operations and customers at a product's end-of-life. Through our e-waste recycler all of our products are eligible for trade in credits, takeback, and recycling for our customers. Independent audits are regularly performed on our e-waste recycler(s) for NetApp, and the waste diversion rate for our products' content consistently remains over 99%, meaning more than 99% of the product content is recycled at its end-of-life.

NetApp accepts trade-ins on entire storage arrays including cabinets, disks, controllers, cables, and so on—for equipment being replaced by a purchase of NetApp products.

These programs help customers transition to the latest NetApp products and technologies by providing trade-in credits when purchasing new NetApp products. Credits are applied towards the purchase of new NetApp systems based on legacy NetApp and/or Competitive product(s) being traded in.

Potential trade-in credits are subject to a maximum hardware credit, maximum software credit and maximum storage credit (when customers optionally trade in older NetApp shelves/drives). These maximums are based on a percentage of the list prices of the hardware, software and storage that are purchased. Therefore, the potential credit is based on what is traded in, but the maximum credit is based on what is purchased. The credits offered to the customers would be the smaller values between the maximum credits and potential credits calculated. Note that the Competitive Trade-In program only offers hardware credit.

By participating in the NetApp Trade-In and Competitive Trade-In Programs, customers agree to release the outstanding trade-in equipment at their earliest convenience and within 120 calendar days from the new system ship dates. NetApp offers to pick up the old equipment/competitive material in certain countries, but a certificate of destruction is also acceptable.

The customer is responsible for deleting confidential data before returning the product. Once the equipment is received, NetApp will contact one of our approved recycling vendors to initiate the recycling and disposal process. Products will be processed in a manner that guarantees the proper removal of software and data as well as environmentally responsible recycling.

Products will be processed at a recycling center that guarantees the proper removal of software and data, as well as environmentally responsible recycling. The recycling process consists of:

- Disassembly
- Sorting and reuse of components (usually chips)

- Material separation and recycling
- Treatment
- Disposal

- b. **Environmental solutions.** Provide detail on how additional value is provided regarding environmental solutions such as selling refurbished/remanufactured toner and equipment. Outline how your company is willing to work with the Lead State and the manufacturers to minimize impact on the environment. Specifically address the following areas in one page or less total:

Materials – manufacturer declaration on reduction/elimination of hazardous materials (e.g., mercury and lead).

Response: NetApp is committed to providing products and services that meet and exceed international standards and achieve continual improvement. We are committed to complying with all applicable laws and regulations including ISO certifications, European Union's Waste Electrical and Electronic Equipment (WEEE), and Restriction of Hazardous Substances (RoHS) and REACH (Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals) directives.

A list of current environmental certifications including ISO 9001 and 14001, Energy Star can be accessed from the following URL:

<https://www.netapp.com/company/environmental-certifications/>

For additional information, refer to the following NetApp Environmental Social Governance (ESG) report: <https://www.netapp.com/us/media/netapp-2020-esg-report.pdf>

Product – in general how does Responder identify product longevity, percent of packaging and packing materials that are recycled/reusable, availability of service and replacement parts for life extension, cost, and complication to upgrade.

Response: The product lifecycle of NetApp storage controllers is typically three to five years, with support guaranteed for five more years after the end of availability (EOA) of that platform. Customers will receive an announcement of the EOA date 90-120 days prior to when your mature storage platform is to be retired from the product line. We will provide support for five years from the date the product is no longer available for sale, including replacement of FRUs and software maintenance. You will have access to software features developed for the current platforms, made available through software releases, for two years from the EOA date, and to the extent the retired NetApp platform can support it.

NetApp systems offer non-disruptive operations and non-disruptive upgrades to simplify the upgrade/tech refresh process. Non-Disruptive Operations (NDO) and Non-Disruptive Upgrades (NDU) enable all data services to remain up and serving data through the following hardware and software maintenance operations:

- Upgrade, replacement, or modification of controllers & controller components (e.g., flash, NICs, HBAs)
- Addition of Storage (shelves & disks, backend switches) to a resource pool

- Movement or triage of host and client connections
- Movement of datastores and individual volumes (shares or LUNs) anywhere in the resource pool to balance workloads over existing resources
- Deployment of new workloads, services, NAS domains, SAN zones
- Software and firmware upgrades (OS, Shelf, Disk, Adapter)

The nondisruptive movement of data between generational storage assets to operations is critical to simplify the upgrade process.

NetApp products are launched after we are prepared to provide enterprise-class support. New storage platforms are announced for sale after comprehensive development, review, and testing of internal support systems and processes to provide readiness of enterprise-class support. Internal support teams are trained in the product-specific advances, as well as any unique support considerations. We have over 400 worldwide depots stocked with platform-specific spare Field Replaceable Units (FRUs). NetApp sales teams and authorized agents can provide costs for new systems and calculate any credits that can be applied for trading in of the equipment being replaced. NetApp's worldwide Professional Services, Support staff, and Support partners are trained and prepared to support the new platforms in advance to mitigate any risk involved in performing a tech refresh.

At NetApp, we share in the global responsibility to minimize our impact. In support of this effort, we provide reduced packaging when possible by shipping preconfigured storage arrays already assembled, instead of shipping individually packaged components to be assembled on site.

Generally, the cardboard used in our packaging contains 100 percent recycled content. Over time, we have more efficiently packed our materials, reducing the size of the packages, which means less energy needed to recycle the packaging and a lower carbon footprint for packaging. To close the loop on wood crates, we've created a take-back program in which the shipper returns the crates to NetApp for reuse.

All materials used in the packaging of NetApp equipment comply with Restriction of Hazardous Substances (RoHS) requirements and contain no toxins. Where feasible, we use eco-friendly and recyclable materials.

We offer a product take-back service to our customers globally. All recovered equipment is disposed of properly, predominantly through appropriate electronic-waste (e-waste) collection and recycling schemes.

We also recover e-waste from our customers who request pickup and from our own operations on a global basis, and we work exclusively with certified recyclers.

Corporate – detail if Responder has in place programs for sale/procurement of refurbished/remanufactured products. Responder must agree that all refurbished products proposed through this Master Agreement will be clearly labeled as refurbished during the sales process.

Response: NetApp does not refurbish/remanufacture products for resell. NetApp does fully offer takeback / trade in credit for equipment that is being replaced by NetApp. The equipment taken back is recycled as discussed previously in this response.

- c. **Environmental Certifications.** Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

Responder must describe in no more than one page how certifications/registrations are identified on the website; as well as labels on equipment and/or packing list. It is preferable that Purchasing Entities be able to view certifications and registrations at the product level.

Response: General Environmental certifications/registrations are provided available on the NetApp website at the following location:
<http://www.netapp.com/us/company/our-story/sustainability/environmental-certifications.aspx>. Where applicable, additional certifications/registrations are indicated at the equipment level (e.g., batteries, disks, power supplies).

NetApp also has a comprehensive management program in place to ensure our products conform to the European Union's Restriction of Hazardous Substances (RoHS). NetApp's RoHS compliance approach includes the following elements and requirements:

1. For products designated by NetApp to be RoHS compliant, NetApp specifies and designs the product to use materials and parts that conform to the RoHS directive. NetApp manages the information associated with the supplier materials/parts within a database. Hardware that is RoHS compliant includes in the part number either an "R5" or "R6" designator. The R5 or R6 designation is provided at the SKU level for part numbers on quotes and packing lists.
2. All NetApp suppliers of RoHS compliant products must provide NetApp a declaration that the particular products supplied meet the RoHS directive. NetApp follows a detailed product qualification process for all products, which includes materials and specification reviews and audits of manufacturing lines.

2. **EPEAT Registration.** Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- a. A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- b. A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

Responder must describe how they meet these requirements in no more than one page, and include a list of all products that are in the process of being verified for EPEAT certification for which a. or b. below applies.

If Responder has products that are in the process of being verified for EPEAT certification, these products may be considered if Responder provides one of the following for each product in the process of being verified:

- a. A letter from the GEC confirming that the verification process is underway. This letter must be on the GEC letterhead and be dated after January 1, 2020; or
- b. The Responder's GEC contract, CAB contract, and a letter from their CAB stating that the relevant products have been registered with the CAB and that verification is underway.

Response: Not applicable. This requirement does not apply to Band 3.

3. **Total Cost of Ownership.** Describe in no more than one page any tools your company provides users to assist in evaluating the Total Cost of Ownership of products offered during the purchasing process (i.e., Contractor tools to assist buyers in identifying equipment that runs more efficiently or that utilizes fewer supplies, etc.).

Response: From a presales perspective, NetApp routinely provides end users with information regarding the costs for hardware, software, maintenance and services for up to 60 months. In addition, NetApp and partner systems engineers can also provide estimated power, heating and cooling requirements for specific configurations to further assist in calculating Total Cost of Ownership (TCO).

It is important to know that NetApp offers flat and predictable pricing for our current support offerings, both at the point of sale and at renewal, based on a fixed percentage of the product list price. Flat and predictable pricing assures that support pricing will not increase over the life of the support contract as long as the configuration remains the same.

NetApp seeks to teach customers the efficiencies attainable by deploying superior technology that reduces the amount of data storage needed. NetApp storage systems, when utilizing our storage efficiency technologies, can drastically reduce the need to purchase more storage often deferring additional purchases for multiple years.

TCO is dependent upon an end user's final configuration, including types of disk selected and software. Generally speaking, NetApp storage efficiency technologies challenge the validity of the traditional 'cost per raw gigabyte' (GB) metric as a way to compare storage costs. Instead, we recommend factoring the effect of each efficiency technology into the cost equation and measuring either the effective cost per GB or the cost per usable GB. NetApp's propriety technology enables our customers to make the most out of the disk space they buy. The effect of compounded storage efficiency results in the NetApp solution requiring fewer building blocks—including fewer disks—than competing approaches. This frees up physical floor space, lower power and heating, ventilation, and air conditioning (HVAC) requirements, and reduces the number of management touch points. Our customers routinely experience a reduction in the amount of physical storage needed to meet their requirements upon deployment of our technologies. The savings can be higher for requirements such as virtualized server and desktop workloads or disk-to-disk backups.

4. ENERGY STAR® Compliant Products. Describe Responder's commitment to the ENERGY STAR Program in one page or less.

Response: NetApp is a founding member of the Environmental Protection Agency (EPA) ENERGY STAR program for data center storage and to have our storage systems certified as ENERGY STAR products. As part of our commitment to preserving precious natural resources, NetApp partners with the U.S. EPA and other government agencies to encourage energy efficiency in storage systems. Conserving energy is not only a good environmental policy; it is a good fiscal policy.

NetApp products are designed to lower energy consumption through:

- Technologies that combine high storage efficiency with high performance for meeting demanding data center requirements
- Energy-efficient power supplies
- Efficient packaging that reduces the energy needed for raw materials and transportation

Further information on NetApp storage systems that have earned Energy Star certification for their proven energy efficiency, please visit:
<http://www.netapp.com/us/company/about-netapp/sustainability/energy-star/index.aspx>.

Of note, many of NetApp's controllers power supply units are energy efficient and have received 80 Plus Platinum Lever Certification.

5. TCO Certified. Describe whether any of Responder's proposed products are TCO Certified and any other engagement with the TCO Development organization in one page or less.

Response: NetApp does not offer any TCO certified products in the storage and server categories.

6. Environmental Improvement Program. Describe in one page or less any product environmental improvement program for products that have not yet received the applicable standards or certification. In addition, describe environmental efforts in each

of the following areas: (1) reduction/minimization/avoidance of the use of toxic and hazardous constituents (cadmium, chromium, mercury, and/or lead); and (2) compliance with international directives such as the European Union's WEEE Directive on reduction of chlorinated plastics (PVC) and brominated flame retardants. Contactor must provide this information for specific products to Participating Entities upon request.

Response: NetApp works hard to minimize the environmental impacts from our operations, products, and services, as well as to comply with laws and regulations related to these areas. We are committed to complying with all applicable laws and regulations including ISO certifications, European Union's Waste Electrical and Electronic Equipment (WEEE), and Restriction of Hazardous Substances (RoHS) and REACH (Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals) directives. For more information:

<https://www.netapp.com/company/environmental-certifications/>

ISO 14001

NetApp is ISO 14001 certified, and our Environmental Management System provides the framework for setting, monitoring and continuously improving our environmental goals and objectives.

The NetApp Environmental Management System (EMS) is a continual cycle of planning, implementing, reviewing, and improving NetApp processes and actions to meet environmental obligations and objectives. NetApp EMS ensures that activities, products, and services conform to the ISO 14001 standard and environmental requirement.

- [ISO 9001 and 14001 Policies and Certifications](#) (PDF)

RoHS and WEEE

NetApp has a comprehensive management program in place to make sure our products conform to both EU and China RoHS directives. NetApp is compliant the European Union's Waste Electrical and Electronic Equipment (WEEE) and Restriction of Hazardous Substances (RoHS) directives.

All NetApp products are properly WEEE labeled. NetApp is a registered producer in the EU and works with a local recycler (AER) in the EU for all product lines. The NetApp approved recycler is responsible for collecting the products and for recycling in a safe and responsible manner.

- [European Union WEEE and Battery Statement](#) (PDF)
- [European Union RoHS Compliance Statement](#) (PDF)
- [China RoHS Compliance Statement](#) (PDF)
- [China and Taiwan Toxic and Hazardous Substances or Elements Table](#) (PDF)

REACH

NetApp adheres to the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

Specific statements regarding any REACH Substances of Very High Concern (SVHC) that may be found in NetApp products are found in our article notifications following document:

- [European Union REACH \(Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals\) Compliance Statement \(PDF\)](#)
- [European Union REACH \(Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals\) Article Notifications – Cords and Cables \(PDF\)](#)

Other Material Content Restrictions/Elimination

NetApp monitors all applicable environmental regulations including those governing reduction/minimization/avoidance of the use of toxic and hazardous constituents. We are directly involved with a number of industry organizations – IPCC, ITI, EICC – through which we monitor new regulations and identify any opportunities for improvement.

Business success is evolving beyond profits and share price. It is now also measured by an organization's impact on people, communities, and the environment. NetApp strives to be responsible both to shareholders and the world. Our success is driven by economic results as well as our behaviors. NetApp supports sustainable operations:

- CDP: NetApp submits questionnaires annually for CDP's climate change, water, and supply chain categories.
- ISO Certification: NetApp conforms to ISO 14001:2015 and 9001:2015 standards.
- ENERGY STAR Recognition: NetApp has earned ENERGY STAR ratings for all of Sunnyvale and Research Triangle Park buildings.
- LEED Certification: In Sunnyvale, NetApp received LEED Platinum for Building 2 and LEED Gold for Buildings 1 and 3. Leadership in Energy and Environmental Design (LEED) is a green building certification program used worldwide.

The NetApp Environmental Social, and Governance (ESG) report, references the Global Reporting Initiative's (GRI) Standards (Standards) and is informed by the Sustainability Accounting Standards Board's (SASB) "Hardware" sector guide and references.

Throughout our reporting, we have applied the GRI Standards that relate to our areas of greatest impact, including our leadership and governance structures, talent management, community engagement, and environmental stewardship.

The following URL is The NetApp Environmental Social, and Governance (ESG) report:

<https://www.netapp.com/us/media/netapp-2020-esg-report.pdf>

D. RESPONSE REQUIREMENTS: BUSINESS CAPABILITIES

1. **Third-Party Products.** Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

Responder should describe, in no more than two pages per Band, the type of Third-Party Products they intend to offer as a part of this Master Agreement and the benefit they provide to Participating Entities. If Responder is not offering third-party products, Responder is encouraged to describe why they are not offering third-party products.

Response: NetApp has read, understands, and will comply with the requirement. Third-Party Products have been included in the Products and Services Schedule under NetApp product category "C". Third-Party Products include both hardware and software products that may be necessary for the proper functioning of the storage environment or enhance the overall storage solution by providing complimentary enterprise functionality.

The following is a list of Third-Party Products we intend to offer.

Networking Connectivity

- **ATTO Technology, Inc.** - Whether it be NetApp business continuity solutions or high-performance virtualized server environments, ATTO and NetApp collaborate to address the most demanding IT applications. The combination of NetApp storage systems and ATTO connectivity solutions, like Fibre Channel bridges and HBAs, meet the growing demand for dense, performance-oriented architectures, delivering superior performance, reliability, efficiency and scale.
- **Broadcom** - Through a longstanding OEM partnership, Broadcom and NetApp provide strategic Fibre Channel solutions to customers. With NetApp's market leadership position in NVMe over Fibre Channel (NVMe/FC) technology, the partnership enables NetApp customers to deliver superior IT performance for their most important, mission-critical enterprise SAN applications. Broadcom provides products branded as Brocade and Emulex.
- **Cisco Systems, Inc.** - Together, Cisco and NetApp are enabling partners to help customers accelerate their journey to a modern data center. FlexPod™ is a pretested solution built on a flexible, scalable, shared infrastructure from Cisco

Unified Computing System servers and Nexus switches, and NetApp storage systems running ONTAP. FlexPod components are integrated and standardized to help you eliminate the guesswork and achieve timely, repeatable, consistent deployments.

- **Mellanox Technologies Ltd.** - A leading supplier of end-to-end Ethernet and InfiniBand interconnect solutions for servers, storage, and hyper-converged infrastructure. They offer network adapters, switches, cables, and maintenance that are part of NetApp's hyperconverged (HCI) solutions.
- **QLogic Corporation** - A global leader and technology innovator in high performance networking, including adapters, switches and ASICs. NetApp and our channel partners rely on QLogic products for their data storage networking solutions.

Enterprise Software

- **Cleondris, GmbH** - Developed NetApp add-on software (backup & restore, indexing, search as well as ransomware protection) since 2010 and has been a registered technical Alliance Partner of NetApp since 2011. Their software extends the functionality of NetApp ONTAP and HCI installations. They offer additional integrations with other products such as VMware vSphere and vCloud Director help NetApp customers get the most out of their NetApp installations.
- **Commvault** - Commvault and NetApp have joined together to offer an integrated solution that provides industry leading backup and recovery across the entire NetApp storage portfolio. As the primary backup solution for NetApp's Data Fabric, Commvault Complete™ Backup & Recovery Software offers more features and functionality than any previous offerings for any environment including on-premise, hybrid, and cloud.
- **Hortonworks, Inc. (Acquired by Cloudera)** – Offers support services on HPC and big data analytics solutions.
- **Thales (formerly SafeNet)** - Thales's key management software streamlines and strengthens key management in cloud and enterprise environments, over a diverse set of applications. Based on FIPS 140-2-certified virtual or hardware appliances, Thales key management solutions deliver high security to sensitive environments. Thales solutions also centrally organize keys to simplify operations while empowering you with strong control over your keys.
- **Veritas** - Veritas NetBackup 8.1 protects the most demanding and critical data center environments. Customers running VMware and NetApp can use NetBackup Replication Director for VMware to enable integrated, end-to-end control for the management and recovery of array-based and replicated snapshots. Customers running datastores on NetApp FAS series can use NetApp Snapshot technology to protect virtual environments without going outside the NetBackup environment or giving up standard granular recoverability.
- **Veeam Software Corp.** - Together with Veeam, our resale partnership allows partners and customers more flexibility that merges the traditional disciplines of data backup and recovery, data protection and data security. Moving from policy-based to behavior-based management to make data both intelligent, and ultimately, self-governing. Veeam and NetApp combine to deliver Availability for the Always-On

Enterprise™ with Veeam Availability Suite™. By leveraging investments in NetApp modern storage and providing additional enterprise-ready enhancements, Veeam and NetApp help organizations attain recovery time and point objectives (RTPO™) of less than 15 minutes for ALL application and data, on any cloud.

2. Auditing. Responder must describe the following in no more than two pages total:

- How Responder regularly self audits the Master Agreement to ensure compliance per Section 2.B.26.

Response: NetApp utilizes a Contract Sales Reporting Portal.

NetApp requires detailed monthly detailed sales reporting for all NASPO sales to be uploaded to the portal. The template we utilize is very similar to the required NASPO sales reporting template. The completed template is uploaded by NetApp and authorized resellers into the NetApp Reporting Portal.

- **ALL** partners must submit sale reporting by the close of business the 8th of the month for sales the previous month
 - Partners that have NASPO contract sales, must complete required template and upload data
 - Partners with no sales must submit a “no sales” report. This ensures that every partner must physically respond every month
 - If the partner is a named reseller on multiple PAs, they must complete a separate template for each PA and upload
- The NetApp Reporting Portal generates:
 - Automated reminder on the 1st of month to all resellers
 - Automated 2nd reminder on the 7th to all resellers that have not yet reported
 - Automated delinquency notices on the 9th and 10th of the month for resellers that are delinquent
 - Automated Cure Notices on the 11th
- The portal uses version-controlled templates which are password protected to prevent changes that affect attributes (headers, etc.) or would impact report accuracy
- Partners complete the template, sign-in to the portal and upload the report.
- Upon upload, the portal validates:
 - The proper template version was utilized
 - The state selected in the portal for upload matches the state identified on the template
 - All fields are completed
 - That the state report is not a duplicate submittal
 - If any of the above validations fail, the report is automatically rejected and identifies the issue to the partner for correction
- Once the partner successfully uploads a report, it is captured in a “submitted” status. The Sales Operations Manager must review and approve each report
 - This enables an additional level of review that meets and exceeds the RFP requirements
 - Ensures all products were reported
 - System provides both contract minimum discount and discount applied to the sale

- If the Sales Operations Manager sees any issues, they work with the partner to provide required corrections
 - In the rare case of a customer overcharge, the partner is required to issue a refund to the customer and report the refund via the portal in the next reporting month.
 - Once all partners have successfully submitted and the Sales Operations Manager has approved all mandated reports, the reporting period is locked, and no additional changes may occur.
- How a Purchasing Entity will be able to self-audit to ensure quotes provided are at the discount off list price.

Response: On the contractually mandated website, NetApp maintains the required Product Service Schedule (PSS) and historical archives. Customers can review the PSS, by part number, and determine the list price, the minimum contractual discount and the maximum NASPO ValuePoint price. Additionally, for parts that have a percentage as the price, NetApp provides examples of how to calculate pricing within the header of the PSS.

- How often the web pricing and invoicing is audited to ensure contractual compliance.

Response: NetApp does not offer on-line quoting, however the PSS posted to the NASPO website is audited upon ever pricelist update. Invoicing is systematically tied to NetApp's quoting system upon quote provided to the customer. These invoices are audited as the sales report for these NetApp direct sales are uploaded to the NetApp Reporting Portal, process described previously.

- Reporting mechanisms available such as Invoice Reports which will assist in Participating Entity's or NASPO ValuePoint's ability to audit the Master Agreement through vendor supplied reporting tools.

Response: Through NetApp's Reporting Portal, NetApp systematically generates both NASPO and State require reporting. These reports provide line-item detail report of all sales. NetApp provides mandated NASPO reporting, both MPA and PA, generated from the NetApp Reporting Portal. These reports provide line-item detail sales report that capture all the NASPO mandated reporting fields.

- How Responder ensures that Purchasing Entities with multiple Participating Addenda with Responder are monitored to ensure purchases are correctly booked with the correct Master Agreement.

Response: Through NetApp's Reporting Portal, NetApp systematically generates both NASPO and State require reporting. These reports provide line-item detail report of all sales. NetApp provides mandated NASPO reporting, both MPA and PA, generated from the NetApp Reporting Portal. These reports provide line-item detail sales report that capture all the NASPO mandated reporting fields.

- 3. Economic Development Programs.** Describe how your company, if awarded a contract, will further the Lead State's goal of fostering economic development and reducing economic disparities through diversity and inclusion. Points may be awarded to companies articulating strong policies supporting small, diverse, and veteran-owned businesses in areas such as hiring practices, supply chain management, subcontracting, etc. Detail your company's demographic breakdown and any other information pertinent to efforts in this area.

Responses to this section should be no more than two pages.

Response: At NetApp we pride ourselves on being recognized globally by Fortune Magazine as a Great Place to Work. One of our goals is to form strong relationships with our suppliers. We want to provide an open environment in which to share ideas and products to produce the highest benefit for both parties. Our aim is to deliver the best possible value for our customers and shareholders based on utmost integrity and clarity.

We are proud of our relationships and want to keep them strong. We are constantly searching for new suppliers and offers and contacting suppliers as needed.

Our suppliers

Our suppliers are very important to the success of our business. We require the highest standards for goods and services in our new relationships. NetApp was founded with a culture of trust and integrity that we maintain today. When we form a relationship with a supplier, it is very important that they understand and can adapt to this culture.

The nature of our business is aggressive and fast paced. We require our suppliers to be up to the challenge to help us reach our goals. We thrive on innovation to grow our business, and we need for our suppliers to demonstrate strong commitment to fostering our growth initiatives.

U.S. supplier diversity program

NetApp is committed to actively fostering a diverse supply base. We are looking for qualified suppliers, large and small, from all segments of the U.S. business community. By working with small, minority, and women-owned businesses that provide a variety of products and services, we are able to meet our business objectives as well as support our neighbors and the communities in which we live and work.

NetApp works with various small (SB) and minority-owned business enterprise (MBE), Woman-owned business enterprise (WBE), Women-Owned Small Business (WOSB), Veteran Owned Small Business (VOSB), Service-Disabled Veteran Owned Business (SDVOB), and Small Disadvantaged Business (SDB) firms that provide products and services in support of various NetApp functions.

Due to confidentiality restrictions, we are referencing the following supplier diversity goals that were developed leading into FY'19. As a result of NetApp's commitment to our diverse suppliers, we ended FY'19 spending almost \$244 million with these various firms and we worked with over 150 minority-owned businesses and 45 woman-owned businesses. NetApp continues to meet or exceed our supplier diversity goals today.

Table 5: Initial FY'19 Supplier Diversity goals that were exceeded that fiscal year.

NetApp FY2019 Goals	Est. Annual Spending \$	Percentage of Dollars
Total Effected Purchases	\$916,800,192	100%
Small Business Enterprises	\$95,169,142	10.38%
Small Disadvantaged Business	\$959,167	0.10%
Women-Owned Small Business & Women Business Enterprise	\$26,450,813	2.89%
Service Disabled Veteran Owned Small Business	\$299,469	0.03%
Veteran-Owned Small Business	\$14,175,731	1.55%
Minority Business Enterprises	\$99,636,747	10.87%

The NetApp Supplier Diversity Program reflects our commitment to do business in the United States with small, minority-owned, and woman-owned businesses and other diverse suppliers. NetApp annually prepares a Small Business Subcontracting Plan (SBSP).

Features of NetApp's Supplier Diversity Program include:

- Access to various databases to accurately identify subcontracts to enable compliance with customer requirements
- Training, and technical assistance for NetApp managers about the importance of supplier diversity and how best to utilize diverse businesses' services
- Participation in business opportunity events to foster additional access to diverse vendors
- Incorporation of supplier diversity into NetApp's sourcing process and reporting of diversity spend utilizing NetApp's Business Analytics (BA) system

Small, minority-owned, woman-owned, and disabled-veteran-owned businesses play an important role for us for two reasons. First, we always seek partnership with the best products and services in every area. And second, diverse businesses aid in meeting our customers' business objectives.

It is NetApp's policy to encourage and assist minority-owned, woman-owned, and disabled-veteran-owned businesses through the supplier diversity program. Tracking and reporting diversity spend is key to NetApp U.S. federal and commercial customers. NetApp currently focuses on building a strong first-tier program.

Socially responsible supply chain

NetApp is committed to being a responsible and active corporate citizen and conducting its operations in a socially and environmentally responsible manner. NetApp has been a member of the Responsible Business Alliance (RBA) since November 13, 2013. The RBA Code of Conduct is a code of best practices in supplier engagement that provides guidelines for performance and compliance in the areas of labor, health and safety, environment management systems, and ethics.

NetApp leverages its membership in the RBA to access standard tools & best practices to better understand, monitor, and improve the conditions in our supply chain. Going forward, NetApp will actively leverage the RBA infrastructure to address any SER concerns including child labor, health & safety, environmental conditions, and [ethical conduct within the supply base](#).

- 4. Partner Utilization.** If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides.

Each Participating Entity represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

If partners are proposed, Responder must describe:

- The process to qualify partners and sales personnel to represent the product, including any certifications. The business relationship between partners and the manufacturer and services to be performed; for example, if partners will only be used for assistance in locating products/services, or if partners will be used to accept orders and payments (with the agreement of the Participating Entity).
- How partners are contractually bound to the Master Agreement terms and conditions.
- How partner sales will be accurately tracked and reported.
- The remedy plan if the partner or sales personnel are not in compliance.

Response: NetApp intends to use authorized value-added resellers and the following highlights the program we have in place to qualify, authorize, and manage selected Partners.

Any Partner proposed by NetApp has been qualified through the NetApp Alliance Partner Program to provide all products and services being made available to NASPO ValuePoint. Our authorized resellers can quote, provide product and services, invoice and accept payment for orders placed through the Partner, in accordance with state guidelines.

To make sure of the highest quality program for our partners and joint solutions for our customers, NetApp considers these criteria when evaluating a company to join the program:

- Financial stability
- Geographical presence
- Identified employees across core partnering functions who will work on the relationship
- History of successful joint customer engagements
- Established joint references or wins
- Minority, Veteran, special preference status
- Commitment to NetApp technology and achieving relevant sales commitments

After application approval and credit worthiness has been verified, NetApp requires all Partners to execute a NetApp Reseller Agreement. For Partners participating in State, Local Government and Education (SLED) market segment, the Partner is required to execute a NetApp SLED Addendum. The NetApp SLED Addendum contractually binds the Partners to agreeable NASPO ValuePoint terms and conditions to include mandated contract sales reporting.

To assure partner sales are accurately tracked and reported, NetApp utilizes a reporting portal that tracks all reseller submittals, validates all template cells are completed, and compiles all Partner and NetApp reporting information is completed ensures Partners are properly tracking and reporting all NASPO ValuePoint contract sales. Key points of this reporting process are as follows:

- All Partners are furnished with an Excel template to be used for reporting contract sales. The template includes all required reporting data elements to ensure proper reporting by Partners to NetApp and NetApp to NASPO ValuePoint and/or Participating States.
- The system sends automated notices reminding the Partner of their contractual obligation to provide the required sales reports.
- Partners upload their reports to the NetApp Contract Sales Reporting Portal which validates all fields are completed. If the partner had no sales to report, they must login to the system and submit a "no sales" report
- The Primary Account Representative reviews and approves/rejects all partner report(s) of all sales
- The NetApp Reporting Portal compiles a consolidated report of all reported sales which enable NetApp to provide NASPO ValuePoint and/or participating entities all required reporting.
- NetApp continuously monitors the performance of all Partners through the sales reporting and auditing process. Should discrepancies be identified, NetApp provides formal notice of the violation to the Partner with required corrective actions identified. Per the executed SLED Addendum, partners are required to resolve all compliance issues. All corrective actions are subsequently reported by NetApp, via the sales reporting process, to appropriate NASPO ValuePoint parties.
- Persistent non-compliance with the contract may result in the partner's removal as an authorized NetApp reseller.

E. RESPONSE REQUIREMENTS: CUSTOMER SUPPORT

- 1. Sales Support Training.** Detail how Responder will train sales staff to ensure they are well versed in the terms and conditions of the Master Agreement. Restrict your response to a half page.

Response: NetApp takes contract compliance very seriously. As such, NetApp implements the following actions to ensure contract compliance from NetApp sales and reporting staff as well as Partner sales and reporting staff:

- NetApp will hold a mandatory “kick-off” meeting/training session to review the NASPO contract requirements with all NetApp and reseller personnel that sell under NetApp’s NASPO contract.
- NetApp provides all NetApp NASPO ValuePoint support personnel and Partners with a NASPO ValuePoint SLED Guide this document summarizes:
 - Key NASPO ValuePoint contract requirements and proper NASPO ValuePoint quoting guidelines such as product availability, minimum discounts, maximum configuration limits, etc.
 - Sales Reporting Guidelines
- NetApp provides formal written notice to non-compliant partners and provides required correction actions. Again, the partner is required to resolve all audit findings per the terms of the NetApp SLED Addendum. If the Partner does not respond to the formal notification or fails to provide the proper corrective action, NASPO ValuePoint reseller status may be removed as per the terms of the SLED Addendum, at the discretion of NetApp.

- 2. Primary Account Representative.** Responder must provide a Primary Account Representative to work with the Master Agreement Administrator on all aspects of the Master Agreement. This account representative is responsible for the performance of the Master Agreement and must provide timely response to all requests from Master Agreement Administrator and Participating Entity.

Identify the proposed account representative and briefly describe the duties of the account representative and their role in the sales cycle. Restrict your response to a half page.

NAME:	Harry Franks
TELEPHONE #:	(703) 918-7317
EMAIL ADDRESS:	harry.franks@netapp.com

- 3. Complaint Resolution.** Responder must describe their procedures for addressing and resolving customer problems and complaints regarding service, equipment, or billing. Include timelines and escalation process. Limit your response to one page.

Response: The escalation process for the NASPO ValuePoint Master Agreement closely follows the organizational structure of the NetApp U.S. Public Sector sales team with the exception of post-sales hardware and software technical support that will be initiated the NetApp Technical Support Center.

For purposes of this response, there are three types of escalations are possible:

1. Operations and Order Management for order, shipment, and billing issues
2. Sales/System Engineering – for pre-sales technical assistance and configuration advice
3. Professional Services – for all non-maintenance services including installation and consulting services.

All three of these functional organizations are ultimately escalated to Matt Westphal, Director U.S. Public Sector SLED Sales, then to Michelle Rudnicki, Vice President of U.S. Public Sector, and then to Rick Scurfield, Senior Vice President of Sales.

At a high level, the escalation process consists of four steps:

1. Identification and Notification of Escalation
2. Joint Escalation Discussions
3. Escalation to a Higher Level (if necessary)
4. Resolution and Closure

All technical support calls follow an established and published NetApp escalation process based upon the priority level of the problem as described below. NetApp's Technical Support Center (TSC) follows the Service and Support Professionals Association (SSPA) best practices. NetApp has been awarded 5 stars for support by SSPA and has been selected to its Hall of Fame for continued support excellence.

The following organizational chart identifies the escalation points for operations and order management, sales, and professional services and escalation timeframes.

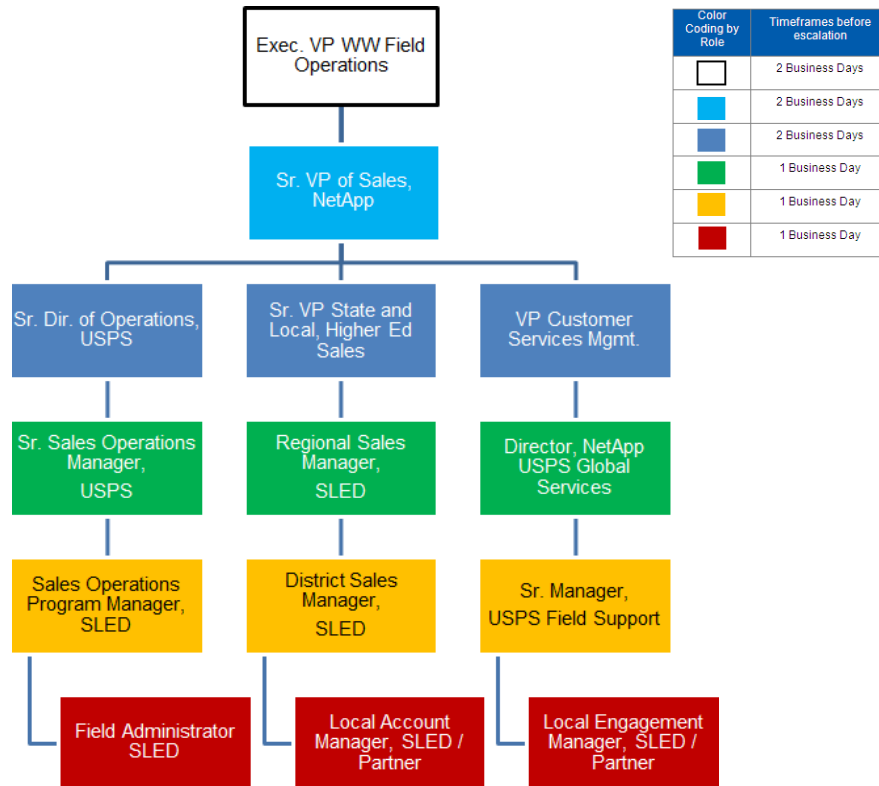


Figure 4: NetApp complaint resolution

2 Signed Addendums to the RFP

Signed addendums have been provided here as a courtesy and are also included with the Narrative Response submission.

2.1 Addendum 1 - Dated December 10, 2020



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.: 1 Date of Addendum: December 10, 2020
Due Date, Time: January 11, 2021 Revised Date, Time: _____
Master Agreement Administrator: Andy Doran Agency: Department of Administration
Office of State Procurement
Web Registration No.: 29720
Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 1 is to:

1. Provide access to the optional Pre-Proposal Webinar held on November 20, 2020, and a list of the attendees at the webinar. The list of people who registered for the Webinar, the Microsoft Teams attendee list, and the recording of the Pre-Proposal Webinar are all attached to this Addendum; and
2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.

Attachments:

Pre-Proposal Webinar Registration List and Attendee List:

<http://www.mmd.admin.state.mn.us/pdf/29720Pre-ProposalMeetingRegistration&Attendance.pdf>

Pre-Proposal Recording:

<http://www.mmd.admin.state.mn.us/videos/PreProposalWebinarRecording.mp4>


For best results, use Internet Explorer or Firefox (may not launch in Edge or Chrome)

Questions and Answers:

<http://www.mmd.admin.state.mn.us/pdf/29720Addendum1.Q&A.pdf>

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: NetApp, Inc SIGNATURE: 
DATE: Mar 11, 2021 PRINTED NAME: Richard Scurfield
TITLE: SVP

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529.

Page 1

2.2 Addendum 2 - Dated December 17, 2020



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.: 02 Date of Addendum: December 17, 2020
Due Date, Time: January 11, 2021, 3:00 PM, CT Revised Date, Time: January 31, 2021, 3:00 PM, CT
Master Agreement Administrator: Andy Doran Agency: Department of Administration
Office of State Procurement
Web Registration No.: 29720
Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 02 is to:

1. Revise the Due Date and Time to be January 31, 2021, 3:00 PM CT; and
2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.

Attachment: Addendum 02 Questions and Answers

<http://www.mmd.admin.state.mn.us/xls/29720Addendum2.QandA.xlsx>

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: NetApp, Inc

DATE: Mar 11, 2021

SIGNATURE: 
Richard Scurfield (Mar 11, 2021 14:41 EST)

PRINTED NAME: Richard Scurfield

TITLE: SVP

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529.

Page 1

2.3 Addendum 3 - Dated January 22, 2021



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.: 03 Date of Addendum: January 22, 2021
Due Date, Time: January 31, 2021, 3:00 PM, CT Revised Date, Time: February 26, 2021, 3:00 PM, CT
Master Agreement Administrator: Andy Doran Agency: Department of Administration
Office of State Procurement
Web Registration No.: 29720
Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 03 is to:

1. Revise the Due Date and Time to be February 26, 2021, 3:00 PM CT; and
2. Respond to some of the questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. All other questions will be responded to at a later date.


Attachment: Addendum 03 Questions and Answers

<http://www.mmd.admin.state.mn.us/xls/29720Addendum3.QandA.xlsx>

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: NetApp, Inc
DATE: Mar 11, 2021

SIGNATURE: 
Richard Scurfield (Mar 11, 2021 17:12 EST)
PRINTED NAME: Richard Scurfield
TITLE: SVP

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529.

Page 1

2.4 Addendum 4 - Dated February 19, 2021



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.: 04 Date of Addendum: February 19, 2021
Due Date, Time: February 26, 2021, 3:00 PM, CT Revised Date, Time: March 18, 2021, 3:00 PM, CT
Master Agreement Administrator: Andy Doran Agency: Department of Administration
Office of State Procurement
Web Registration No.: 29720
Title: Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)

SCOPE OF ADDENDUM

The purpose of this Addendum 04 is to:

1. Revise the Due Date and Time to be March 18, 2021, 3:00 PM CT.
2. Respond to the remainder of questions submitted by the due date and time as stated in the solicitation. The questions and answers are attached to this Addendum. The Lead State believes that it has answered all questions submitted to the date of this Addendum.
3. Revise the Solicitation document. Revisions to the document are as follows:

Section	Revision
	Update the due date
1.A	Replace "Reseller(s)" with "Contractor(s)"
1.D	Add Rhode Island to the list of State's that provided a Notice of Intent to Participate
2.B.1.e	Replace "Reseller's" with "Contractor's"
2.B.2.z	Update definition of Participating Entity
2.B.2.aa	Update definition of Participating State
2.B.10	Correct sentence to read (added language is in red): The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract
2.B.20	Replaced "Contract Vendor" with "Contractor"
2.B.20.d	Revision of paragraph to make a typographical correction to replace "Master agreement" with "Master Agreement," replace "Contract Vendor" with "Contractor," and update language.
3.B.7	Typographical correction to remove an extra period mark
3.D.4	Updated language to Partner Utilization requirements
3.D.5	New provision
Checklist	Remove reference to a Contract Savings Report
Checklist	Update instructions for completing a VPAT
6	Update list of attachments to correct internal references
6.B	Remove reference to a Contract Savings Report

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529.

Page 1

4. Revise the following documents attached to the solicitation:
- Section 6, Attachment H for Band 1, Band 2, and Band 3;
 - Section 6, Attachment J for Bands 1 and 2; and
 - Section 6, Attachment K for Band 3.


Attachments:

- Addendum 04 Questions and Answers, LINK
<http://www.mmd.admin.state.mn.us/xls/29720Addendum4.QandA.xlsx>
- 2020 NVP MN Computer Equipment RFP – Addendum 04, LINK
- Section 6, Attachment H for Band 1 – Addendum 04, LINK
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band1PriceWorkbook.xlsx
- Section 6, Attachment H for Band 2 – Addendum 04, LINK
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band2PriceWorkbook.xlsx
- Section 6, Attachment H for Band 3 – Addendum 04, LINK
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band3PriceWorkbook.xlsx
- Section 6, Attachment J for Bands 1 and 2 – Addendum 04, LINK
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentJ_MNITMinimumAcceptableStandardsBand1&2.xlsx
- Section 6, Attachment K for Band 3 – Addendum 04, LINK
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentK_MNITMinimumAcceptableStandardsBand3.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: NetApp, Inc
DATE: Mar 11, 2021

SIGNATURE: 
Richard Scurfield (Mar 11, 2021 17:12 EST)
PRINTED NAME: Richard Scurfield
TITLE: SVP

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529.

Page 2

2.5 Addendum 5 - Dated March 5, 2021



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

SOLICITATION ADDENDUM

Addendum No.:	<u>05</u>	Date of Addendum:	<u>March 5, 2021</u>
Due Date, Time:	<u>March 18, 2021, 3:00 PM, CT</u>	Revised Date, Time:	
Master Agreement Administrator	<u>Andy Doran</u>	Agency:	<u>Department of Administration Office of State Procurement</u>
Web Registration No.:	<u>29720</u>		
Title:	<u>Computer Equipment (Desktops, Laptops, Servers, and Storage including related Peripherals & Services)</u>		

SCOPE OF ADDENDUM

The purpose of this Addendum 05 is to:

1. Revise Section 4, Paragraph 4 of the RFP as follows (deleted language is ~~struck~~, added language is underlined):

Minnesota IT Services (MNIT) Minimum Acceptable Standards. Attached to the RFP as Attachments J and K in Section 6 are the MNIT Minimum Acceptable Standards for Bands 1, 2, and 3.

When brand name or manufacturer's name or numbers are stated in the MNIT Minimum Acceptable Standards, they are intended to establish a standard only and are not restrictive unless the Attachment states: "No Substitute." Responses may be considered on other alternate makes, models, or brands having comparable quality, style, and performance characteristics. Any alternates included in a response are subject to Lead State approval.

If any proposed alternates are deemed unacceptable by the Lead State, the Lead State will contact the responder(s) that have deficient alternates, explaining the deficiency, and provide the responder(s) with one opportunity to propose a new, acceptable alternate within a set number of business days. All responders with deficient alternates will be given the same number of business days to attempt to provide an acceptable alternate. Responders unable to propose an acceptable alternate through this ~~one-time~~ process ~~will~~ may be excluded from the Standard in which they are deficient. The Lead State reserves the right to conduct this process additional times at its discretion.

The Lead State reserves the right to request product specification documentation to verify compliance.

2. Revise the instructions for completing Section 6, Attachments J and K as follows (added language is underlined):

J. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BANDS 1 AND 2

Instructions for completing Attachment J, MNIT Minimum Acceptable Standards for Bands 1 and 2:

A responder should review Attachment J and complete all shaded fields with the requested information. If a specification indicates that a responder may propose an alternative or comparable, a responder proposing an alternative or comparable should provide the specification details about the proposed alternative or comparable.

Attachment J has three worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate "N/A" in the shaded field requiring the responder to provide a SKU.

A responder should complete a separate copy of Attachment J for each Band proposed.

K. MNIT MINIMUM ACCEPTABLE STANDARDS FOR BAND 3

Instructions for completing Attachment K, MNIT Minimum Acceptable Standards for Band 3:

A responder should review Attachment K and complete all shaded fields with the requested information. If a specification indicates that a responder may propose an alternative or comparable, a responder proposing an alternative or comparable should provide the specification details about the proposed alternative or comparable.

Attachment K has two worksheets for a responder to review and complete. If responder is not offering a product that meets any standard the responder can either leave the standard blank or may indicate "N/A" in the shaded field requiring the responder to provide a SKU.

3. Revise the following documents attached to the RFP to add "Semi-Ruggedized Notebook" to the MNIT Standards Tab of Section 6, Attachment H for Bands 1 and 2:
 - a. Section 6, Attachment H for Band 1, and
 - b. Section 6, Attachment H for Band 2.

Attachments:

- Section 6, Attachment H for Band 1 – Addendum 05
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band1_Addendum5.xlsx
- Section 6, Attachment H for Band 2 – Addendum 05
http://www.mmd.admin.state.mn.us/xls/29720Section6AttachmentH_Band2_Addendum5.xlsx

Except as modified, all the terms and conditions of the solicitation remain in full force and effect.

This addendum is hereby incorporated into the RFP.

COMPANY NAME: NetApp, Inc

SIGNATURE: 
Richard Scurfield (Mar 11, 2021 14:41 EST)

DATE: Mar 11, 2021

PRINTED NAME: Richard Scurfield

TITLE: SVP

3 Solicitation Response Forms

Completed response forms have been provided here as a courtesy and are also included with the Narrative Response submission.

3.1 Responder Declarations

RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. **Acceptance of Terms and Conditions.** The Responder accepts terms and conditions of the Solicitation, including the Sample Master Agreement, except for any term or condition that the Responder takes a specific exception to through the Terms, Conditions, and Response Requirements Exception Form (see Section 6.B).
- B. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- C. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- D. **Non-Collusion Certification.**
 - 1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 - 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- E. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
 - 1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - 2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 - 3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Lead State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict, the Lead State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

- F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

SIGNATURE PAGE TO FOLLOW

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: NetApp, Inc
Signature: 
Printed Name: Richard Scurfield
Title: SVP
Date: Mar 11, 2021
Phone Number: _____
Email Address: Richard.Scurfield@netapp.com

3.2 State of Minnesota Workforce Certificate Information Form

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

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

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

- ☐ Attached is our current Workforce Certificate issued by MDHR.
- ☐ We certify we are in compliance with federal affirmative action requirements.

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

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

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

Name of Company: NetApp, Inc. Date: 12/22/2020

Authorized Signature: Caitlin Close Telephone number: 919.476.5187

Printed Name: Caitlin Close Title: Manager, America's HR Ops

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283



WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **NETWORK APPLIANCE, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **3/29/2019**

Certificate expiration date: **3/28/2023**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

3.3 State of Minnesota Equal Pay Certificate Form

STATE OF MINNESOTA – EQUAL PAY CERTIFICATE

If your response could be in excess of \$500,000, please complete and submit this form with your submission. It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or email at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- ☒ Attached is our current MDHR Equal Pay Certificate.
- ☐ Attached is MDHR's confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- ☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature

Printed Name:

Organization:

Issuing Entity:

Date:

Title:

MN/Fed Tax ID:

Project # or Lease Address:
Computer Equipment:
(Desktops, Laptops, Tablets,
servers, storage, included
related peripherals & service)

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that NetApp Inc is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

Certificate start date: March 30, 2020

Certificate expiration date: March 29, 2024

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'RL', is written over a horizontal line.

Rebecca Lucero, Commissioner

3.4 Contact Information Form

CONTACT INFORMATION FORM

PRIMARY CONTACT PERSON FOR MASTER AGREEMENT

NAME:	<u>Harry Franks</u>	TITLE:	<u>Sales Operations Manager</u>
TELEPHONE NUMBER:	<u>(703) 918-7317</u>	FAX NUMBER:	<u>(703) 918-7301</u>
TOLL FREE NUMBER:	<u>(877) 263-8277</u>	E-MAIL:	<u>harry.franks@netapp.com</u>

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

NAME:	<u>Melanie Collum</u>	TITLE:	<u>USPS Field Enablement Program Mgr</u>
TELEPHONE NUMBER:	<u>(703) 918-7959</u>	FAX NUMBER:	<u>(703) 918-7301</u>
TOLL FREE NUMBER:	<u>(877) 263-8277</u>	E-MAIL:	<u>melanie.collum@netapp.com</u>

ORDER ADDRESS

STREET/PO BOX:	<u>1395 Crossman Avenue</u>		
CITY/STATE:	<u>Sunnyvale, CA</u>	ZIP CODE:	<u>94089</u>
TELEPHONE NUMBER:	<u>(408) 822-6000</u>	FAX NUMBER:	<u>(408) 822-4501</u>
TOLL FREE NUMBER:	<u>(877) 263-8277</u>	E-MAIL:	<u>ordersos@netapp.com</u>

REMIT-TO ADDRESS

STREET/PO BOX:	<u>P.O. Box 393060</u>		
CITY/STATE:	<u>San Francisco, CA</u>	ZIP CODE:	<u>94139-3060</u>
TELEPHONE NUMBER:	<u>(408) 822-6000</u>	FAX NUMBER:	<u>(408) 822-4501</u>
TOLL FREE NUMBER:	<u>(877) 263-8277</u>	E-MAIL:	<u>ng-netapp-remittance@netapp.com</u>

3.5 State of Minnesota Resident Vendor Form

STATE OF MINNESOTA – RESIDENT VENDOR FORM

In accordance with Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

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


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

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

I hereby certify that the company listed below:

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

By signing below, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company:	<u>NetApp, Inc.</u>	Date:	<u>Jan 8, 2021</u>
Authorized Signature:	<u></u> <small>Lisa Lopez (Mar 15, 2021 11:25:37 AM)</small>	Telephone:	<u>408-822-8459</u>
Printed Name:	<u>Lisa Lopez</u>	Title:	<u>Director, Global Payroll</u>

If you are claiming Resident Vendor status, sign and return this form with your response.

3.6 Solicitation Terms, Conditions, and Response Requirements Exception Form

TERMS, CONDITIONS, AND RESPONSE REQUIREMENTS EXCEPTION FORM

NASPO ValuePoint COMPUTER EQUIPMENT RFP

RESPONDER: NetApp, Inc.

The Lead State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form. The Lead State reserves the right to reject, negotiate, or accept any exception listed. Responders are cautioned that by taking any exception they may be materially deviating from the RFP. If a responder materially deviates from the Solicitation Terms, Conditions, and Instructions, the NASPO ValuePoint Terms and Conditions, the Minnesota Terms and Conditions, the Response Requirements, or the Sample Contract, its response may be rejected (see Section 2.A.18).

INSTRUCTIONS: A responder must explicitly list all exceptions, if any. Reference the Section and clause number of the term and condition for each of a responder's exceptions, and include the original language, and the alternative language suggestions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the responder must sign and date this form and submit it as part of their response. *(Add additional lines if necessary.)*

Section Reference	Original Term	Alternate Language Suggestion
Section 2(B)(19)(b) Inspection and Acceptance	Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. Upon delivery, the Purchasing Entity shall have 30 days to inspect. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.	Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services.
Section 2(B)(19)(d) Inspection and Acceptance	The warranty period shall begin upon Acceptance. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.	The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.
Section 2(B)(19)(e) Inspection and	Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance.	The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master

Acceptance	<p>Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.</p>	<p>Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.</p>
Section 2(B)(21) Warranty	<p>The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.</p>	<p>The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: the Product performs according to the manufacturer's specifications.</p> <p>For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.</p>
Section 2(B)(22) System Failure or	<p>In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore</p>	<p>In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore</p>


Damage	or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.	or assist in restoring the system to operational capacity in accordance with the terms of the Purchasing Entity's current maintenance agreement. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.
Section 2(B)(28)(d) – Insurance	Prior to commencement of performance, Contractor shall provide to the Purchasing Entity with a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.	Prior to commencement of performance, Contractor shall provide to the Purchasing Entity with a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) includes the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
Section 2(B)(34)(a) – General Indemnity	<p>Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.</p> <p>"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.</p> <p>The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.</p>	<p>Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, for bodily injury, death or tangible property damage to the extent that a court of competent jurisdiction determines, in a proceeding to which Contractor was a party, that such claim arises solely and proximately as a result of Contractor's recklessness, or intentional or willful misconduct.</p> <p>"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.</p> <p>Contractor's indemnity obligation under this Section is limited to payment by Contractor of Contractor-approved settlement amounts or, if applicable, damages and costs finally awarded by a court of competent jurisdiction against Indemnified Party to the extent that such damages are specifically attributable to the claim.</p> <p>Contractor's obligations under this Section will apply provided that Indemnified Party (i) promptly notifies Contractor in writing of the claim; (ii) provides information and assistance to Contractor to defend such claim; and (iii) provides Contractor with sole control of the defense and settlement negotiations. Contractor's liability under this Section is subject to the limitation of liability clause in Section 2(B)(35). For the avoidance of doubt, tangible property does not include any electronic</p>

		<p>data, electronic files or other electronic information.</p> <p>If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contractor is not required to defend that Participating Entity.</p>
Section 2(B)(34)(b) – Intellectual Property Indemnification	<p>Notwithstanding Section 2.B.34.a., the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.</p> <ol style="list-style-type: none"> 1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law. 2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing. 	<p>Notwithstanding Section 2.B.34.a., the Contractor shall defend or settle any third party claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon or violate any patent, copyright, trade secret, or trademark of any third party. The Contractor, at its own expense, shall defend to the extent permitted by the participating Entity's laws, the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such claims, whether or not such claim is successful against the Participating Entity, provided that Participating Entity: (a) provides information and assistance to Contractor to defend such IP Claim; and (b) provides Contractor with sole control of the defense or settlement negotiations.</p> <ol style="list-style-type: none"> 1. If such a claim or action arises, or in the Contractor's opinion is likely to arise, the Contractor shall either procure for the Purchasing Entity the right to continue using the materials or products or substitute or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. If an option satisfactory to the Purchasing Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contractor and Contractor will refund Participating Entity's purchase price. 2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: (a) Contractor's compliance with or use of designs, specifications, inventions, instructions or technical information furnished by or on behalf of Participating Entity; (b) Product modifications made by or on behalf of Participating Entity without Contractor's authorization; (c) Participating Entity's failure to upgrade or use a new version of the Product, to make a change or modification requested by Contractor, or to cease using the Product if requested by Contractor; (d) the materials or products produced by the Contractor, or any portion thereof, in combination with any other product or service; (e) services offered by Participating Entity or revenue earned by Participating Entity for such services; or (f) any content or information stored on or

		<p>used by Participating Entity or a third party in connection with a Product.</p> <p>This Section states Contractor's entire liability and Participating Entity's sole and exclusive remedies for claims of infringement.</p>
Section 2(B)(35) – Limitations of Liability	<p>a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.</p> <p>b. Contractor's liability is limited to the aggregate annual value of all purchases made by the Purchasing Entity during the contract year the cause of action arose. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.</p> <p>c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:</p> <ol style="list-style-type: none"> provided by the Contractor or the Contractor's subsidiaries or affiliates; specified by the Contractor to work with the Product; or reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or It would be reasonably expected to use the Product in combination with such product, system or method. 	<p>a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of whether such damages are based on contract, tort, warranty or any other legal theory, for consequential, incidental, indirect (including without limitation, claims for lost revenue or lost profits, loss of data, interruption in use, unavailability of data), or special damages.</p> <p>b. Contractor's liability is limited for damages of any kind to the aggregate annual value of all purchases made by the Purchasing Entity to Contract Vendor for all orders issued under this Agreement during the twelve months immediately preceding the accrual of the claim or cause of action. This limitation is cumulative and not per incident. This limit on liability does not apply to claims for bodily injury, death, for intellectual property infringement, Purchasing Entity's payment obligations, or Purchasing Entity's breach of software license terms.</p>

Section 2(B)(36) – License of Pre-Existing Intellectual Property	Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.	Deleted – see section 2(B)20 for terms addressing Title of Product
Section 2(B)(40) – Confidentiality, Non-Disclosure, and Injunctive Relief		Add section (f): Period of Disclosure. Each Party’s obligations regarding the other Party’s Confidential Information will expire 3 years from the date of disclosure.
		Ask for inclusion of our Manufacturer’s terms for Channel End User Terms, Professional Services Terms, Support Services Terms and Cloud Data Services Terms. Please advise if this should be done at a PA level.

Prepared by: Richard Scurfield
Printed Name


Richard Scurfield (Mar 11, 2021 14:41 EST)
Signed

Date: Mar 11, 2021

3.7 Attachment K, MNIT Minimum Acceptable Standards for Band 3

As requested, Attachment K, MNIT Minimum Acceptable Standards for Band 3 has been submitted in Microsoft Excel format with our Narrative Response submission. NetApp is responding to the Storage worksheet and the Server and Virtual worksheets are not applicable (N/A).

Appendix 1: NetApp Accessibility Conformance Report – WCAG Edition

NetApp Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.4)

Name of Product/Version: <https://www.netapp.com/>

Report Date: 01/11/2021

Product Description: Website used to advertise core products and services

Contact Information: accessibility@netapp.com

Notes:

Evaluation Methods Used: Automated (SiteImprove, Lighthouse) / Manual

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	Level A (Yes) Level AA (Yes) Level AAA (Yes)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes)

"Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

Page 1 of 9

Standard/Guideline	Included In Report
	Level AAA (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.

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	<ul style="list-style-type: none"> Visual Images have an alternative text and decorations, formatting and invisible content is marked to be ignored for screen readers. Our current site does not have any Time-Based Media, Test, Sensory or CAPTCHA's.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Supports	<ul style="list-style-type: none"> Video-only media has associated descriptors for the material. Audio-only media is not present on the site.
1.2.2 Captions (Prerecorded) (Level A)	Partially Supports	<ul style="list-style-type: none"> All videos that are provided are suggested to have closed captions but are not required for site use.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Supports	<ul style="list-style-type: none"> All video based media has Closed Captions or alternative descriptions for screen readers.
1.3.1 Info and Relationships (Level A)	Supports	<ul style="list-style-type: none"> All page based content is properly structed semantically with HTML tags to allow screen readers to logically crawl content. Navigation menu, search bar and top hat are text-based and can be logically navigated with browser-based tab-navigation or by screen readers.
1.3.2 Meaningful Sequence (Level A)*	Supports	<ul style="list-style-type: none"> Content is giving in a standard reading order
1.3.3 Sensory Characteristics (Level A)*	Supports	<ul style="list-style-type: none"> All links that have symbols also have text descriptions or alternative methods for navigating to the content.
1.4.1 Use of Color (Level A)	Supports	<ul style="list-style-type: none"> All links can be identified by color and are visually distinguishable. This does not require a user to depend on its color to understand.
1.4.2 Audio Control (Level A)	Supports	<ul style="list-style-type: none"> All audio media can be muted by the user.

Page 3 of 9

Criteria	Conformance Level	Remarks and Explanations
2.1.1 Keyboard (Level A)*	Partially Supports	<ul style="list-style-type: none"> 95% of content is functional with keyboards
2.1.2 No Keyboard Trap (Level A)*	Supports	<ul style="list-style-type: none"> There is no functionality that requires a user focus to navigate away from the main content area of a page.
2.1.4 Character Key Shortcuts (Level A 2.1 only)*	Not Applicable	<ul style="list-style-type: none"> Keyboard shortcuts are not used
2.2.1 Timing Adjustable (Level A)	Supports	<ul style="list-style-type: none"> There are no time limits to consume content for users
2.2.2 Pause, Stop, Hide (Level A)*	Supports	<ul style="list-style-type: none"> All content is static, or user controlled. User controlled content is within collapsible and expandable components.
2.3.1 Three Flashes or Below Threshold (Level A)*	Supports	<ul style="list-style-type: none"> There is no flashing content
2.4.1 Bypass Blocks (Level A)	Supports	<ul style="list-style-type: none"> Main navigation can be bypassed by keyboard navigating users. Large text content has table of contents to bypass blocks of text.
2.4.2 Page Titled (Level A)	Supports	<ul style="list-style-type: none"> Pages have titles to describe the content.
2.4.3 Focus Order (Level A)	Supports	<ul style="list-style-type: none"> Most content is navigated sequentially and in the order that the content is presented visually. Content is presented visually in a standard reading order. Content in Prose Article components are supplemented with a table of contents that can be navigated with keyboard inputs. This allows a user to skip large sections of content. The order for the table of contents is standard reading order.
2.4.4 Link Purpose (In Context) (Level A)	Supports	<ul style="list-style-type: none"> All links have text that conveys the purpose of the link to the end user.
2.5.1 Pointer Gestures (Level A 2.1 only)	Supports	<ul style="list-style-type: none"> All pointer gestures are translated functionality from desktop based web browsing.
2.5.2 Pointer Cancellation (Level A 2.1 only)	Supports	<ul style="list-style-type: none"> Any pointer enable functionality can be reversed with browser functionality or user input.

Page 4 of 9

Criteria	Conformance Level	Remarks and Explanations
2.5.3 Label in Name (Level A 2.1 only)	Supports	<ul style="list-style-type: none"> All images and label assets do not contain text.
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	<ul style="list-style-type: none"> Motion based interactive content does not exist on the site.
3.1.1 Language of Page (Level A)	Supports	<ul style="list-style-type: none"> All pages contain language identifiers
3.2.1 On Focus (Level A)*	Supports	<ul style="list-style-type: none"> Content does not change based on a user's current focus target for all components.
3.2.2 On Input (Level A)	Supports	<ul style="list-style-type: none"> Any content changes based on a user's input is mentioned before a user initials the action.
3.3.1 Error Identification (Level A)	Supports	<ul style="list-style-type: none"> All error containers contain hidden identifiers for screen readers.
3.3.2 Labels or Instructions (Level A)	Supports	<ul style="list-style-type: none"> Any content that requires a user to interact with an interface has descriptive labels for the required interaction
4.1.1 Parsing (Level A)	Partially Supports	<ul style="list-style-type: none"> IDs are not used unless required for functionality. Duplicate IDs are present when used for footnotes that contain the same content which is essential. Some functionality uses duplicate IDs
4.1.2 Name, Role, Value (Level A)	Partially Supports	<ul style="list-style-type: none"> Main body content uses normal HTML tags that support proper naming, roles and values. Masthead has custom fields. These fields use duplicate names, roles and values.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	<ul style="list-style-type: none"> We do not have live content.
1.2.5 Audio Description (Prerecorded) (Level AA)	Supports	<ul style="list-style-type: none"> All videos have titles and text descriptions that describe the contents of the video.

Criteria	Conformance Level	Remarks and Explanations
1.3.4 Orientation (Level AA 2.1 only)*	Supports	<ul style="list-style-type: none"> All content was designed for use on multiple devices including but not limited to: <ul style="list-style-type: none"> Mobile devices on any orientation. Desktops computers at multiple resolutions.
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Supports	<ul style="list-style-type: none"> Forms are used for users to supply contact information. Each field is labeled with HTML wrapped text that describes the section selected.
1.4.3 Contrast (Minimum) (Level AA)	Supports	<ul style="list-style-type: none"> Content meets the minimum standard for color contrast.
1.4.4 Resize text (Level AA)*	Supports	<ul style="list-style-type: none"> All content can be resized to 200%
1.4.5 Images of Text (Level AA)	Partially Supports	<ul style="list-style-type: none"> All images include alt text to describe the contents of the image. Most images do not contain text. Content creators are encourage not to place text inside images.
1.4.10 Reflow (Level AA 2.1 only)	Partially Supports	<ul style="list-style-type: none"> Scrolling horizontally is not required to consume the content above 360px browser width. Content in tables that is larger than the users browser window height is placed below the fold. Any content that is below the current users view port can be accessed by scrolling which is supported with keyboard inputs and screen reading software.
1.4.11 Non-text Contrast (Level AA 2.1 only)	Not Applicable	<ul style="list-style-type: none"> UI functionality does not use Graphical Objects or images to convey states or critical information to the user.
1.4.12 Text Spacing (Level AA 2.1 only)	Supports	<ul style="list-style-type: none"> Word spacing, line height, Paragraph spacing, and word spacing standard is applied across the site.

Page 6 of 9

Criteria	Conformance Level	Remarks and Explanations
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	<ul style="list-style-type: none"> Content consumed by the user is purposefully not dependent on hover or focus states.
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	<ul style="list-style-type: none"> Header text is designed to be meaningful
2.4.7 Focus Visible (Level AA)	Supports	<ul style="list-style-type: none"> All content supports keyboard focus navigation
3.1.2 Language of Parts (Level AA)	Supports	<ul style="list-style-type: none"> Content is grammatically focused
3.2.3 Consistent Navigation (Level AA)	Supports	<ul style="list-style-type: none"> Navigation is the same across all pages. Any variation to navigation follows standard reading order
3.2.4 Consistent Identification (Level AA)	Supports	<ul style="list-style-type: none"> Component functionality is consistently the same across pages.
3.3.3 Error Suggestion (Level AA)	Supports	<ul style="list-style-type: none"> Input error suggestions do not use user identifiable provided content.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	<ul style="list-style-type: none"> All user provided data can be removed at the users request.
4.1.3 Status Messages (Level AA 2.1 only)	Supports	<ul style="list-style-type: none"> Message content is provided within standard HTML tags. This ensures screen readers can interact with the content.

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Applicable	<ul style="list-style-type: none"> There is no sign language-based media on the site
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Supports	<ul style="list-style-type: none"> Any media that contains pauses is user controlled.
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Supports	<ul style="list-style-type: none"> Content that contains audio has meaningful pauses that are not considered excessive.

Criteria	Conformance Level	Remarks and Explanations
1.2.9 Audio-only (Live) (Level AAA)	Supports	<ul style="list-style-type: none"> Audio that is presented live has supplemental transcribed text.
1.3.6 Identify Purpose (Level AAA 2.1 only)	Supports	<ul style="list-style-type: none"> Content is presented in logical way that is easily determined
1.4.6 Contrast (Enhanced) (Level AAA)	Supports	<ul style="list-style-type: none"> Content has a minimum contrast ratio of 7:1. Larger text has a minimum contrast ratio of 4.5:1
1.4.7 Low or No Background Audio (Level AAA)	Supports	<ul style="list-style-type: none"> Background audio is not used to convey content to the user.
1.4.8 Visual Presentation (Level AAA)	Supports	<ul style="list-style-type: none"> Text is vertical aligned. Line spacing is proportional to paragraph spacing. All text uses standard html tags that allows a user to resize the content with standard browser function.
1.4.9 Images of Text (No Exception) (Level AAA)	Supports	<ul style="list-style-type: none"> There are no images with text
2.1.3 Keyboard (No Exception) (Level AAA)	Supports	<ul style="list-style-type: none"> Keyboard inputs are not time dependent
2.2.3 No Timing (Level AAA)	Supports	<ul style="list-style-type: none"> All content is not dependent on specific timing.
2.2.4 Interruptions (Level AAA)	Supports	<ul style="list-style-type: none"> All notifications can be accessed with out time constraints.
2.2.5 Re-authenticating (Level AAA)	Not Applicable	<ul style="list-style-type: none"> All content is accessible through normal navigation and does not require authentication.
2.2.6 Timeouts (Level AAA 2.1 only)	Not Applicable	<ul style="list-style-type: none"> There are no content timeouts
2.3.2 Three Flashes (Level AAA)	Supports	<ul style="list-style-type: none"> All content does not contain flashing
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Supports	<ul style="list-style-type: none"> Motion is not used to convey content.
2.4.8 Location (Level AAA)	Supports	<ul style="list-style-type: none"> A user can specify their location within our Masthead.
2.4.9 Link Purpose (Link Only) (Level AAA)	Supports	<ul style="list-style-type: none"> Link text is designed to convey the purpose of the link URL

Criteria	Conformance Level	Remarks and Explanations
2.4.10 Section Headings (Level AAA)	Partially Supports	<ul style="list-style-type: none"> Page content is intended to follow a "Heading" structure that can be detected by screen readers.
2.5.5 Target Size (Level AAA 2.1 only)	Supports	<ul style="list-style-type: none"> User related input functions are intended to be
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Supports	<ul style="list-style-type: none"> Inputs are not interrupted by required functionality
3.1.3 Unusual Words (Level AAA)	Supports	<ul style="list-style-type: none"> Content is created with purpose and meaning that avoids using idioms and jargon.
3.1.4 Abbreviations (Level AAA)	Supports	<ul style="list-style-type: none"> Abbreviations are only used when
3.1.5 Reading Level (Level AAA)	Supports	<ul style="list-style-type: none"> Content is created with the intention of being as simple as possible to understand.
3.1.6 Pronunciation (Level AAA)	Supports	<ul style="list-style-type: none"> Content uses common language
3.2.5 Change on Request (Level AAA)	Supports	<ul style="list-style-type: none"> Content only changes based on user input
3.3.5 Help (Level AAA)	Supports	<ul style="list-style-type: none"> Alternative means of getting help on our site is available through multiple interfaces.
3.3.6 Error Prevention (All) (Level AAA)	Supports	<ul style="list-style-type: none"> Any user submitted content can be removed on user request. Content is verified to be following a specific format for organizational purposes and user clarity. All submitted content is displayed to the user before submitting allowing for a user to review.

Legal Disclaimer (Company)

This Voluntary Product Accessibility Template (VPAT) provides guidance on the accessibility characteristics of netapp.com as of January 1, 2021 and is only valid for the date it was reviewed.