



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☐ Yes

☒ No

ITEM No.:

E-5.

MEETING DATE

Dec 9 2014 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

TITLE:

Recommendation to Approve the Broward College Piggyback Agreement - 53-111E / 54-064E - Personal Computers, Laptops, and Technical Support

REQUESTED ACTION:

Approve the revised Broward College agreement with Lenovo (United States), Inc. and The School Board of Broward County, Florida. Contract Term: May 21, 2013, through August 31, 2017, 4 Years, 3 Months; User Department: District-wide; Vendor(s) Awarded: Lenovo (United States), Inc.; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:

School Board Policy 3320, Part II, Section M permits the District to piggyback on contracts awarded by other governmental agencies. This request is for approval of the revised piggyback agreement to continue purchases of personal computers, laptops, and technical support. Technology is crucial for the success of the District's students and staff. To ensure students and staff have access to quality systems and the highest level of support, the District needs to continue implementing an appropriate technology refresh-cycle to modernize the aging end-user computing devices.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Revised Agreement (3) Original Agreement 01-22-14 (4) Financial Analysis Worksheet (5) Approved Post Approval Memo 4-23-2013 (6) Approved ARF 5-21-2013 RSBM FF-2

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Ed Hinline

Phone: 754-321-0288

Name: Ruby Crenshaw

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open
Board Meeting On:

DEC 09 2014

Signature

Maurice Woods

Tue Dec 2 09:53:39 2014

By:

Donna Kohn
School Board Chair

EXECUTIVE SUMMARY

53-111E / 54-064E – Personal Computers, Laptops, and Technical Support

The District is committed to ensuring that all students receive a high-quality education through world-class curriculum, with a focus on providing students with the tools necessary for success. Computers are an essential tool for meeting the District's strategic goals. This item seeks Board approval of the amended Lenovo (United States), Inc. (Lenovo) agreement, piggybacked on Broward College's Agreement, for the purchase of personal computers, laptops, and technical support.

BACKGROUND

The following timeline illustrates the history leading up to this request for approval:

Board Date	Action Requested	Action Approved
May 21, 2013	Request for spending authority / Piggyback Broward College Contract	Item passed with \$2.3 million spend authority
January 22, 2014	Approve District Agreement with Lenovo / Request for additional spending authority	Projected spending \$16 million (no cap spending authority allowing flexible non-IT spending) / Approved agreement, pending signatures

The May 21, 2013 item was presented as FF-2, a request for spending authority specifically for the Digital-5 pilot. At this time, the Districts' Partnership for Assessment of Readiness for College and Careers (PARCC), Assessment-ready, student-to computer ratio was 8:1. The spending authority requested for this item was approximately \$2.3 million. The actual spend was \$2.28 million. Although focused on Digital-5 initiative, this pilot was the first major attempt to address this wide gap of modern computers in our schools.

To achieve the goal of providing computers as an essential tool, the technology acquisition, RFP 14-041E - Personal Computers, Laptops/Notebooks, Desktops and Tablet Systems, was developed and advertised for bid in September 2013, and evaluated in October 2013. At the conclusion of the evaluation process, the Evaluation Committee recommended to award the contract to Lenovo. Due to a protest by another vendor, the recommendation to award was delayed. During the time the protest concerns were being addressed, the District revisited the Broward College contract with Lenovo (approved in May 2013 specifically to support the successful District Digital 5 Project) as a vehicle to procure computers for the highly anticipated back-to-school period.

The January 22, 2014 item was presented as EE-2, and required a District agreement to be executed for all piggybacks. A request to approve an agreement (pending signatures) was presented to the Board.

This item was presented as a temporary vehicle to address the modern computer gap prior to the start of the 2014-15 school year. After conversations with IT and various departments, a projected spend (from various sources) of \$16 million was discussed during the Board meeting. The actual spend was approximately \$23.5 million. These purchases have addressed the transition to State Standards, online

Executive Summary**53-111E / 54-064E – Personal Computers, Laptops, and Technical Support
December 9, 2014 Board Agenda**

assessments, and migration of print to digital, through a District technology refresh program. The 2014 investments to-date had a direct impact on the district's Florida Standards Assessment-ready (formerly PARCC), student-to-computer ratio reducing it to 4.89:1.

Subsequently, Lenovo requested changes to the proposed agreement to include indemnity provisions that corresponded to those existing in the Broward College Agreement. After several discussions, all matters that delayed the execution of the agreement with Lenovo were resolved. A revised agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel, and executed by Lenovo.

RECOMMENDATION

Approval of this request identifies an immediate, temporary vehicle to relieve pending demand of various grants, departments and schools-based computer requests. This temporary solution will also provide us the time needed to review the pending award of RFP 14-041E.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 9th day of December, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

LENOVO (UNITED STATES), INC

(hereinafter referred to as LENOVO),
whose principal place of business is
1009 Think Place, Morrisville, NC 275560

WHEREAS, SBBC has a present need to implement a technology acquisition plan that ensures that current and operational equipment is available for the 2013-2014 school year; and

WHEREAS, SBBC needs to procure equipment that meets SBBC's educational and operational needs in order to implement its Technology Refresh project; and

WHEREAS, SBBC desires to enter into an agreement for the procurement of such equipment and services, and to incorporate into such agreement the terms and conditions of that certain contract between the District Board of Trustees for Broward College, FL (hereinafter referred to as the "Broward College Agreement") dated August 14, 2012 and awarded pursuant to ITN-2012-069-MH – "PC, Laptops and Technical Support;"

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall effective as of May 21, 2013 and shall conclude on August 31, 2017 .

2.02 **Pricing.** Pricing for items to be provided to SBBC by LENOVO shall be as specified in the Broward College Agreement.

2.03 **Statement of Work.** LENOVO shall perform all the services as set forth in the Service Statement of Work including Exhibits A and B attached thereto (a copy of which is attached hereto as **Exhibit 1** and is incorporated herein by reference) and the Broward College Agreement (**Exhibit 2**).

2.04 **Agreement Documentation and Order of Precedence.** This Agreement consists of the following documents, all of which are made a part hereof and incorporated herein and shall be binding upon the Parties hereto: (1) this Agreement, (2) the Service Statement of Work (**Exhibit 1**) and (3) the Broward College Agreement (**Exhibit 2**). The Parties agree that, for the avoidance of doubt, no conflict exists where one document is silent as to a particular term contained in another document. In the event of conflict between the provisions of this Agreement and any of the provisions contained in the attached exhibits, the provisions of the following documents shall take precedence in this order:

- First: This Agreement, including Exhibit 3, Warranty Service Information; then
- Second: Services Statement of Work (**Exhibit 1**); then
- Third: Broward College Agreement (**Exhibit 2**) and those documents incorporated by reference therein.

2.05 **Inspection of LENOVO's Records by SBBC.** LENOVO shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All LENOVO's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by LENOVO or any of LENOVO's payees pursuant to this Agreement. LENOVO's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. LENOVO's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources. Nothing herein shall be construed to require LENOVO to provide any auditor, designated as described above, any information or data which is the property of a third party or to which access is restricted under an obligation of confidentiality owed by LENOVO to a third party, such as but not limited to cost data.

(a) **LENOVO's Records Defined.** For the purposes of this Agreement, the term "**LENOVO's Records**" shall include accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and

software, videos, photographs, original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to LENOVO's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to LENOVO pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide LENOVO reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to LENOVO's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by LENOVO to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any LENOVO's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by LENOVO in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by LENOVO. If the audit discloses billings or charges to which LENOVO is not contractually entitled, LENOVO shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. LENOVO shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by LENOVO to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to LENOVO pursuant to this Agreement and such excluded costs shall become the liability of LENOVO.

(h) Inspector General Audits. LENOVO shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351

To LENOVO: LENOVO (United States), Inc.
Lora Eckler
Account Executive
1009 Think Place
Morrisville, N C 27560

2.07 **Background Screening:** LENOVO agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of LENOVO or its personnel providing any services under the conditions described in the previous sentence. LENOVO shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to LENOVO and its personnel. The parties agree that the failure of LENOVO to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

2.08 **WARRANTY.** LENOVO warrants that each LENOVO branded hardware Product ("hardware Product") purchased by SBBC, for SBBC's own use and not for resale, is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for a hardware Product starts on the original date of purchase specified on LENOVO's invoice unless specified otherwise by LENOVO in writing. The warranty period and type of warranty service that apply to a hardware Product are specified in **Exhibit 3 – Warranty Service Information.**

This warranty shall not apply to any hardware Product which has been subjected to misuse, accident, unauthorized modification; operated in an unsuitable physical or operating environment; subjected to natural disasters, power surges or unauthorized maintenance; to any third party hardware product, including those that LENOVO may provide or integrate into the LENOVO hardware Product at SBBC's request; or to software, whether provided with a

hardware Product or installed subsequently. This warranty does not include any technical support, such as assistance with "how-to" questions and those regarding hardware Product set-up and installation. This warranty shall be voided by the removal or alteration of identification labels on a hardware Product or its parts. In no event shall this warranty include liability for uninterrupted or error-free operation of a hardware Product or any loss of, or damage to data by a hardware Product.

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

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay LENOVO for all goods and services furnished through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to Services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be

provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Intentionally Omitted**

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. This delegated authority does not include the ability to amend or terminate this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Donna P. Korn
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Michael D. Jones 11/9/14
Office of the General Counsel



FOR LENOVO

ATTEST:

John Stanley
John Stanley, Officer
-or-

Sara C. Niazi
Witness

Vanessa T. Loffe
Witness

LENOVO (UNITED STATES), INC.

By Melissa Maloney
Melissa Maloney, Sales Director

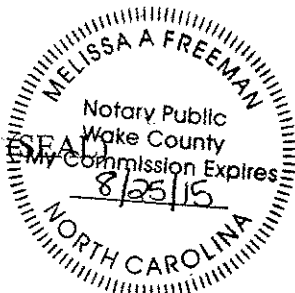
The Following Notarization is Required for Every Agreement Without Regard to Whether LENOVO Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 23rd day of September, 2014 by John Stanley of Lenovo (United States), Inc. on behalf of the corporation/agency. He/She is personally known to me or produced drivers licenses as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 8/25/15



Melissa A. Freeman
Signature – Notary Public

Melissa A. Freeman
Printed Name of Notary

201023900069
Notary's Commission No.

S:/v/allwork-use/contracts/review/140121lenovorevised

Exhibit 1
Services Statement of Work



Services Statement of Work

This Statement of Work (called "SOW") defines the scope of work to be performed by Lenovo under the terms and conditions of the Lenovo Customer Agreement or equivalent agreement in effect between us (called "Agreement"). In the event of conflict between the terms of this SOW and the Agreement, the terms of this SOW shall prevail.

1.0 Scope

Installation services supporting deployment of new Lenovo equipment and laptop carts at the Broward County School District locations in Florida.

2.0 Service Overview

Lenovo will provide technical resource(s) and support to assist Broward County School personnel with their ongoing PC Installation project. Lenovo will support the following tasks to be performed:

1. Project Management
2. Receive and Warehousing of Systems
3. Pre-Stage Image Install/Configuration
4. Etching of System Units
5. Onsite Delivery & Installation
6. Off-site trash removal
7. Technical support and warranty repair
8. Reporting

2.1 Project Assumptions

The following Project Assumptions will be associated with this anticipated Scope of Work:

1. District will provide images in an acceptable format for deployment to systems.
2. District is responsible for all system license compliance.
3. Equipment includes Notebook systems consisting of one CPU and may contain a monitor per unit, and a charging station or laptop cart for each classroom.

2.2 Project Management and end user scheduling

1. Provide project interface to work with the Lenovo Services Project Manager on engaging customer and receiving requested schedule for end user requested dates for these services.
2. Provide confirmation for all requested service delivery dates as requested by customer and Lenovo.
3. Provide confirmation of services completion and customer signoff.
4. Provide a representative at the weekly BCPS IT project status meetings.

2.3 Warehouse and Pre-Image Configuration

1. Lenovo will provide insured warehouse facilities for receiving and storing systems.
2. Confirm quantities received and serial numbers against packing list.
3. Unpack system, inspect for hidden damage and prepare for processing.
4. Confirm deliver location and schedule installation with Lenovo Project Manager and District designated coordinator.
5. Dispose, in warehouse, of all extraneous materials (as specified by District) not going to the end user's location.
6. Using the current District supplied image, Lenovo will inject the drivers to the imaged device before it's booted, and perform a finalized image load on the system. The District expects to provide updates to the supplied image a few times throughout the project. The then currently available image will be used at the time the system is being configured in the warehouse.
7. Run basic test to ensure successful image load.
8. Run Windows through first boot.
9. Inject any drivers and adjust system BIOS settings as specified if needed.
10. Lenovo accepts and covers risks for systems under it's care, custody, and control.

2.4 Etching

1. Prior to delivery to schools and end users. Etch each system with school identification information per customer approved specifications.

2.5 Delivery & Installation

1. A minimum of one week prior to install, schedule installation with the individual school locations, and confirm with Lenovo Project Manager. Lenovo will jointly confirm with BCPS IT on committed schedule before arriving onsite to perform any services.
2. Sign out systems for delivery.
3. Deliver equipment to the school district location.
4. Coordinate onsite with the location administrator or designee site plan, which designates the room(s) for equipment installation and will ensure access to the designated room(s).
5. Remove all documentation, software and manuals from boxes and placing them in an area designated by the location administrator.
6. Lenovo will provide dollies/hand trucks to facilitate delivery.
7. Deliver system to end user location in each school.
8. Setup system per the provided BCPS "Installation Process" documentation, including:
 - a. Unpacking of the system
 - b. Record asset tag and location
 - c. Plug in customer supplied network patch cable
 - d. Plug in power cord
 - e. Plug in any peripheral that came with the systems (keyboard, mouse, monitor....).
 - f. Boot system
 - g. Enter the Name and type (Staff/Student) of the computer
 - h. Run the provisioning application that completes the installation including:
 - i. Naming of the workstation
 - ii. Configuring power management
 - iii. Joining workstation to the domain in proper OU
 - iv. Configuring local administrator name/password
 - v. Installation of LANDesk
 - vi. Configuration of wireless network profile
 - vii. Installation of software update files from catalog (optional)
 - viii. Activation of Windows installation
 - ix. Activation of Office installation
 - x. Activation of Computrace
 - xi. Reboot workstation
 - i. Check Workstation is now provisioned and ready to use
9. Setup LanSchool agent application, includes configuration of the machine/student id, and finalized setup of the teacher machine.
10. Setup Charging Station or laptop cart in classroom, at pre-determined location, and plug into existing power outlet.
11. Obtain receipt of delivery and installation documentation and provide Lenovo and the school copies of the "Equipment Install Sheet" as pre-designated for use by the customer. A softcopy file of the machine asset information will be provided to the IT staff to assist in updating their local support and asset tracking systems.

2.6 Technical and Warranty Support

1. Provide customer with the Lenovo Warranty Support Portal to place, update, review and close service requests.
2. Provide additional problem determination and verification of defect, labor for onsite or offsite repair, utilizing Lenovo ASP authorized process for parts and authorized trained technicians.
3. Support a committed 24-48 hours repair response time per customer support request, and schedule standard days/timeframes to retrieve Lenovo products, repair onsite, or repair and return within these designated timeframes
4. Coordinate on use of spare machines being provided to each school with customer IT staff, to ensure best utilized in the support and ensure spares are repaired for use.
5. Lenovo to provide named resources and defined support path for support and escalation path.

6. Lenovo will have BCPS provided accounts where we will login and update the end users service requests in the BCPS IT internal system.

2.7 Annual Reimage / Redeployment Support

1. Coordinate and perform at school locations an annual reimage, reconfiguration/deploy process for machine, including:
2. Reload customer provided image and reconfigure units with needed student/teacher information provided by the customer. Information based on end goal to wipe out unit and student profile information for use in upcoming classrooms.
3. Return units to requested location and update asset tracking database information
4. Repair of functional defects to the Lenovo warranty terms and conditions and specifications, as required.

2.8 Other Included Services

1. Off site trash removal generated by the installation.
2. Asset reporting per Lenovo and District requirements.

3.0 Service Terms

1. Work to be performed during business hours 8am-5pm local time, excluding holidays, or as identified in a specific schedule, or unless otherwise agreed to.
2. Resources are provided and charged on a per event completed basis as described in this agreement.
3. Certificates of Insurance to be provided at least two weeks ahead of project resources being onsite.
4. Jointly agree to the expected schedule ahead of technicians arriving onsite.
5. Moving carts to be provided as part of scope to move machines from the staging area to the end user room locations.
6. If an established schedule must change, Lenovo will accommodate to the best of ability to minimize impact to the overall project. Acts of God, or issues jointly agreed to that are out of each other's control will be jointly accommodated. Impacts due to customer reschedule or delay without sufficient notice may result in additional service charges.
7. As part of the installation, Lenovo will identify and resolve any "Defective on Arrival" (DOA) hardware issue before product arrives at the school.
8. The Service Provider is responsible for missed schedule deadlines and will correct all service delivery quality issues as a result of in-scope agreed to requirements, and those in their reasonable control.
9. Service will be paid for as defined in Exhibit A the "Price Sheet" and payment is due as defined on the invoicing.
10. The scope, pricing and terms and conditions outlined in this SOW address only these service(s).
11. A clear escalation path will be defined and provided along with a list of the key contacts in the engagement with telephone and email contact information prior to the start of the engagement to ensure that all parties have the information necessary to reach alternates or back up contacts if the situation arises.
12. You may be required to put together a formal project plan as required, including any applicable technician instructions, an outline and sample of the tracking and reporting incorporated into the engagement, service level agreements and the skill level of the technicians who will be supporting this engagement for review prior to the customer engagement.
13. Unexpected and unforeseen out-of-scope requirements will be jointly agreed to by both parties. The project Change Order Request form as shown in Exhibit B will be used to document BCPS and Lenovo agreement of any change to scope and cost required before it is implemented.
14. Customer information or data which is obtained or otherwise accessed in the performance of this SOW will be held by You in confidence and will not be disclosed to any third party or to employees, agents, subcontractors, or suppliers who do not have the need for access to such information or data.
15. Services shall be performed in a good and workmanlike manner by qualified personnel in the agreed upon timeframes and in accordance with generally accepted professional standards for such Services and to conform to the specifications and requirements, if any, specified in this SOW.
16. Without prior written consent, You will not in any manner advertise, publish or disclose the existence of this SOW or it's terms or that Lenovo has contracted with you to furnish the Services described in this SOW.
17. You are responsible for safeguarding the confidentiality of any of the customer's information including but not limited to passwords.

4.0 Customer Responsibilities

1. Customer will designate a project manager who will be your Point of Contact for all communications related to this project and will have the authority to act on your behalf in all matters regarding this SOW.
2. Customer will provide a safe working environment.
3. Customer will outline their installation schedule requirements prior to Lenovo hardware product shipment and start of these services, and technicians arriving on site.
4. Customer will provide their preload image and script and any unique tools and processes to be utilized for these services.
5. Customer will have sufficient space and power outlets to perform the Service.
6. Customer will provide an on-site contact during normal business hours that will provide the location of the buildings/rooms where the service will be performed.
7. Customer will provide access to the buildings/rooms where Service will be performed and any necessary security during Service hours, including any special parking permits for ease of access to the sites, including dock access outside and within buildings.
8. Customer must provide all required cables including but not limited to power and Ethernet cables.
9. Customer is responsible for safeguarding the confidentiality of any of its information including but not limited to passwords.
10. Customer is responsible for troubleshooting all network connectivity problems to resolve general and network connectivity issues.
11. Customer is responsible for compatibility of all hardware and software to be installed as a part of this service.
12. Customer is responsible for providing detail on the customizing or setting of unique user preferences.
13. Customer must allow the Service Provider predetermined access to all locations where the service is to be delivered.
14. Customer must provide a script for the install, if applicable. Lenovo will jointly assist to help develop and implement these scripts.
15. If product is to be connected to the Customer's network, Customer will supply the necessary network configuration (i.e. TCP/IP address, etc.) prior to or when Lenovo arrives on-site to perform the installation.
16. Customer is responsible for performing a backup of the hardware prior to intervention by Lenovo.

5.0 Lenovo Responsibilities

1. We will designate a primary contact that will be your focal point for all communications related to this Service and will have the authority to act on our behalf in all matters regarding this SOW.
2. We will establish and maintain Service communications through your Point of Contact.
3. We will provide a Service Provider at your identified site(s) to perform the tasks as specified under the Services offering defined in this SOW.
4. We will be responsible for safeguarding the confidentiality of any of the Customer's information including but not limited to passwords.

6.0 Charges and Estimated Schedule

Customer will engage Lenovo by signing this SOW, issuing a purchase order, or written or electronic authorization. The Customer signature on this contract or the party submitting the Customer Authorization is assumed to be by a person duly authorized to sign on behalf of the Customer. Once this SOW is signed by the Customer or Lenovo is in receipt of a Customer Authorization for the services outlined in this SOW, either will be considered the Customer's authorization to Lenovo to invoice for Services defined within this SOW. This signed SOW or receipt of a Customer Authorization is the Customer's agreement that Lenovo generated invoicing will be accepted, should the Customer internal process not require issuing a formal Purchase Order to encumber funds for the services to be rendered under this SOW.

The charge for the Service described in this SOW, exclusive of applicable taxes and shipping charges, is set forth on the Exhibit A. Services will be invoiced upon completion.

The Service will be performed consistent with the estimated schedule mutually agreed upon by both of us and identified in Exhibit A. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

It is the intent of Lenovo to be ready to perform Services within thirty (30) days from contract signature. Normally, Lenovo will begin to plan and schedule services within 5 days of receiving the Customer Authorization, customer point of contact information, and applicable access to customer facilities, resources, personnel, and technology infrastructure.

Lenovo's responsibilities are complete when the items listed in Section 1.0 have been performed and confirmed via final report issued to the Customer's Point of Contact. Customer's Point of Contact will provide sign-off to the final report via Lenovo created customer web portal or email.

7.0 Completion criteria

Unless you notify us otherwise, the Delivery and Configuration Service will be considered complete and satisfactorily performed 30 days after Lenovo hardware product shipment.

A signed copy of a Service Completion Record will be delivered to your on-site contact which specifies the activities performed by our Service Provider.

If you choose to schedule the Service which will result in a completion more than 30 days after Lenovo hardware product shipment, the terms of the Agreement in effect between us apply to the Lenovo hardware product purchase.

8.0 Required Consents

You are responsible for promptly obtaining and providing to Lenovo all Required Consents necessary for Lenovo to provide the Services described in this SOW. A Required Consent means approvals required to give Lenovo and its subcontractors the right or use, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of software products such as the license for such being used in these Services.

Lenovo will be relieved of the performance of any obligations and not held liable for damages that may be a result and affected by your failure to promptly provide any Required Consents as described above to Lenovo.

See Exhibit A on next page

Exhibit A – Price Sheet

This Exhibit, the SOW and applicable Agreement in effect between us are the complete agreement regarding this Service transaction, and replace any prior oral or written communications between us.

1. Estimated Schedule

The following is provided for planning purposes:

Estimated Start Date: as jointly agreed to by customer and Lenovo

Estimated End Date: as jointly agreed to by customer and Lenovo

2. Charges by Service

Description	Price	Per
PC Deployment Service Includes: <ul style="list-style-type: none"> • Project Management • Receive and Warehousing of Systems • Pre-Stage Image Install/Configuration • Laptop Cart Installation and Setup • Etching of System Units • Onsite Delivery & Installation • Off-site trash removal • Technical support and warranty repair • Reporting 	\$59.00	Per device
Annual Reimage/Redeployment Service	\$50.00	Per device

You accept the terms in this Exhibit and SOW by 1) signing it and returning it to Lenovo, 2) authorizing the ordering of the included Service(s) from Lenovo, or 3) making payment for an ordered and invoiced Service(s) included in this Exhibit and SOW.

Agreed to: Broward County School District

By: *Anthony Henderson*

Authorized Signature

Name: Anthony Henderson
(type or print)

Date: 6-17-2013

Customer address and contact information:

Agreed to: Lenovo (United States) Inc.

By: *Kim Summation*

Authorized Signature

Name: Kim Summation
(type or print)

Date: 6-26-13

Statement of Work Date: BCPS Deployment

Lenovo Address:

1009 Think Place,

Morrisville, NC 27560

Description of Work:

~~The work described above may result in a change to the amount of the Master Agreement, including charges for changing the sequence of the work, delays, disruption, and/or impact costs, and the right is expressly reserved to make claims for any and all of these related items of cost prior to any final settlement of this Master Agreement.~~

Customer Approval to Proceed:

Print Name:

Date

Exhibit 2
Broward College Agreement



www.broward.edu

PROCUREMENT SERVICES

Willis Holcombe Center

Phone 954-201-7455

Fax 954-201-7330

www.broward.edu/community/vendor

August 27, 2012

WILLIS HOLCOMBE CENTER
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

INSTITUTE FOR
ECONOMIC DEVELOPMENT
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

A. HUGH ADAMS
CENTRAL CAMPUS
3301 Southwest Davie Road
Davie, Florida 33314

NORTH CAMPUS
1000 Coconut Creek Boulevard
Coconut Creek, Florida 33066

HUDSON A. SAMUELS
SOUTH CAMPUS
7200 Hollywood Pines Boulevard
Pembroke Pines, Florida 33024

PINES CENTER
16957 Sheridan Street
Pembroke Pines, Florida 33331

WESTON CENTER
4205 Bonaventure Boulevard
Weston, Florida 33332

MIRAMAR AUTOMOTIVE/
MARINE CENTER
7451 Riviera Boulevard
Miramar, Florida 33023

MIRAMAR TOWN CENTER
2050 Civic Center Place
Miramar, Florida 33025

TIGERTAIL LAKE CENTER
580 Gulfstream Way
Dania Beach, Florida 33004

Lenovo (United States) Inc.
1009 Think Place
Morrisville, NC 27560
Attn: Lora Eckler, Account Executive
Email: leckler@lenovo.com

Dear Ms. Eckler,

This is to confirm that your final negotiated response for PCs, Laptops and Technical Support, in response to our ITN-2012-069-MH, has been approved by the College's District Board of Trustees.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provides the College with a Certificate of Insurance within ten (10) days of this notification. The College shall be named as an additional insured under the General Liability policy. Please include the solicitation number on the certificate.

The initial term of this contract is sixty (60) months. This contract includes one (1) additional, twenty-four (24) month renewal option subject to approval by the College's District Board of Trustees. The initial term is:

September 1, 2012 through August 31, 2017

If there are any questions, please feel free to contact Melinda Henderson, Contracting Officer at (954) 201-7679.

Sincerely,

Zaida Riollano, CPPB
Director, Strategic Sourcing

cc: ITN-2011-069-MH File

Patti Barney, Vice President, Information Technology
Lorne Cleaver, Director, IT Systems Administration

TERMS AND CONDITIONS OF AGREEMENT FOR PRODUCTS AND RELATED SERVICES BETWEEN BROWARD
COLLEGE
AND LENOVO (HEREINAFTER KNOWN AS "CONTRACTOR")

Parties	
---------	--

District Board of Trustees for Broward College, FL
111 E. Las Olas Boulevard
Fort Lauderdale, Florida 33301
with notice to: College Attorney
VP of Operations

Lenovo (United States) Inc.
1009 Think Place
Morrisville, NC 27560
with notice to: Lora Eckler
Account Executive

WHEREAS, COLLEGE issued a call for proposals, identified as *ITN-2012-069-MH, PCs, Laptops and Technical Support* inclusive of any addendums that may have been issued, (hereinafter referred to collectively as "solicitation"), which is incorporated by reference herein, for the purpose of receiving proposals for validation consulting services as described in the solicitation; and

WHEREAS, CONTRACTOR has submitted a proposal in response to solicitation (hereinafter referred to as "PROPOSAL"), incorporated herein by reference, which has been selected by the Evaluation Committee as the top-ranked proposer to provide aforementioned services as detailed herein and in solicitation; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

- 1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

- 2.01 Order of Precedence. Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, this AGREEMENT; Second, Statement of Work (SOW), including any and all attachments thereto; Third, Addenda to Invitation to Negotiate ("ITN") document; Fourth, ITN document; then Fifth, CONTRACTOR's Original Proposal to ITN.
- 2.02 Scope of Agreement. CONTRACTOR will provide COLLEGE Contractor branded products and related services within the ITN-2012-069-MH, Section 2.0, Introduction and Scope. All staff provided by CONTRACTOR shall be employee or agents of CONTRACTOR, including sub-contractors, and not of COLLEGE. CONTRACTOR shall be responsible for all matters relative to its employees/agents including, but not limited to wages, payment of all applicable taxes, workers compensation coverage, adhering to all applicable statutes, regulations, and requirements, all applicable licenses, insurances and coverages, all employee-related responsibilities and liabilities, as well as non-obligatory employee fringe benefit programs. CONTRACTOR agrees to hold COLLEGE harmless from any expense or liability which may result from CONTRACTOR's failure to withhold these taxes, failure to provide benefits for their employees, or failure to conduct itself in accordance with all applicable statutes, regulations and requirements. COLLEGE's responsibility shall be limited to complying with the terms of this Agreement and providing payment to CONTRACTOR for services rendered in accordance with this Agreement.

2.03 **Indemnification and Limitation of Liability.**

A. By COLLEGE: COLLEGE agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CONTRACTOR: CONTRACTOR agrees to indemnify, hold harmless and defend COLLEGE, its agents, servants and employees from any and all third party claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which COLLEGE, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon (collectively referred to as "Claim"), arising or alleged to have arisen solely out of the gross negligence or willful misconduct of CONTRACTOR and/or its agents when acting within the scope of their employment, and such claims, judgments, costs and expenses be for damage to real or tangible personal property including COLLEGE's such property, and bodily injury or death of any person whether employed by CONTRACTOR, COLLEGE or otherwise, provided that: (i) COLLEGE promptly notifies CONTRACTOR within ten (10) days of COLLEGE's first knowledge of such Claim, (ii) COLLEGE agrees to allow CONTRACTOR to fully control any litigation and settlement of such Claim, (iii) COLLEGE shall not knowingly or negligently do or omit to do anything in relation to such Claim which could increase such Claim; (iv) COLLEGE shall at the request of CONTRACTOR afford to CONTRACTOR all reasonable assistance for the purpose of investigating and/or contesting such Claim, and (v) COLLEGE shall not make any admissions which may be prejudicial to the defense or settlement of such Claim.

C. Except for each party's indemnification obligations under this Section 2.03 and Section 2.04 below:

1. Neither party, including its affiliates, shall be liable to the other party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) loss of, or damage to, data; (b) special, incidental, indirect, punitive, exemplary or consequential damages; or (c) loss of profits, business, revenue, goodwill or anticipated savings; and

2. The maximum cumulative liability of either party and its affiliates to the other party and its affiliates for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by COLLEGE to CONTRACTOR and its affiliates for all orders issued under this Agreement.

2.04 **Patent or Copyright Infringement – Indemnity.** CONTRACTOR shall hold harmless and defend COLLEGE against any and all suits based on any claim that Contractor branded products provided under this Agreement by CONTRACTOR infringe on any United States patent right or copyright, provided CONTRACTOR is promptly notified in writing of any such suit or claim against COLLEGE, and further provided that COLLEGE permits CONTRACTOR to defend, compromise or settle the same, and gives CONTRACTOR all available information, reasonable assistance, and authority to enable CONTRACTOR to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the Contractor branded products by COLLEGE; (ii) any use of the Contractor branded products which is not authorized herein or Contractor's compliance with COLLEGE'S unique specifications or requirements; (iii) combination or use of the Contractor branded products with anything, computer hardware or software not supplied or approved by CONTRACTOR, or (iv) infringement by a third party product. This provision sets forth CONTRACTOR's sole obligation and liability and COLLEGE's exclusive remedy for any proprietary rights infringement by the deliverables.


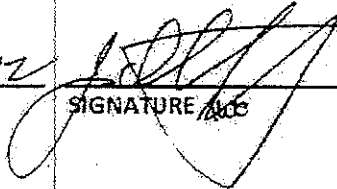
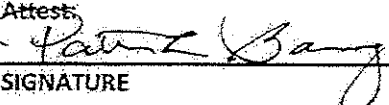
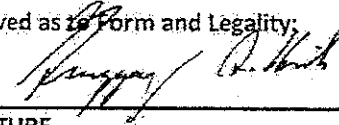
2.05 **Payments, Title and Risk of Loss.** COLLEGE shall make all payments within thirty (30) days of receipt of CONTRACTOR'S invoice. Any reimbursement for travel or related expenses shall be in accordance with the limits established in Florida law.

Contractor transfers title to hardware products to COLLEGE upon payment of all amounts due. Contractor does not transfer title to software products. Contractor bears the risk of loss for hardware products until delivery to the specified location.

- 2.06 **No Waiver of Sovereign Immunity.** Broward College is a political subdivision of the State of Florida and is protected by Sovereign Immunity. Nothing contained herein expressly nor impliedly waives Broward College's Sovereign immunity protection, except as may be otherwise stated in Florida Statutes 768.28, which may change from time to time.
- 2.07 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 2.08 **Termination.** This Agreement may be canceled by COLLEGE or CONTRACTOR during the term thereof upon thirty (30) days written notice to the Vendor of COLLEGE'S desire to terminate this Agreement. Only those portions of the scope of work that have been completed and accepted and products that have shipped will be eligible for payment. The College and Contractor each reserves the right to terminate immediately for just cause.
- 2.09 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and award of attorney's fees for non-compliance with that law.
- 2.10 **Entire Agreement.** The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 2.11 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 2.12 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 2.13 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 2.14 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 2.15 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit Court of Broward County, Florida.
- 2.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both Parties hereto and their respective successors and assigns.
- 2.17 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from COLLEGE.
- 2.18 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 2.19 **Place of Performance.** All obligation of COLLEGE under terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 2.20 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 2.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
- 2.22 **Excess Funds.** Any party receiving funds paid by COLLEGE under this Agreement agrees to promptly notify COLLEGE of any funds erroneously received from COLLEGE upon discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to COLLEGE with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by COLLEGE.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on:

For CONTRACTOR		For COLLEGE	
 SIGNATURE	8/14/12 DATE	 SIGNATURE	8/14/12 DATE
Lora Eckler, Lenovo Account Executive PRINT NAME/TITLE		J. David Armstrong, President PRINT NAME/TITLE	
Attest:  SIGNATURE		Approved as to Form and Legality:  SIGNATURE	
8/14/12 DATE		8/14/12 DATE	
Patti L. Barney, Vice President for Information Technology PRINT NAME/TITLE		Gregory A. Haile, General Counsel PRINT NAME/TITLE	



www.broward.edu

PCs, Laptops and Technical Support
Statement of Work

Contract Number: ITN-2012-069-MH
March 12, 2012

Preliminaries

Contractor	Lenovo
Contractor Agent	Lora Eckler, Account Executive
Contact Telephone	OFFICE: (301) 919-5018 FAX: (919) 257-4988
Contact Email	leckler@lenovo.com
Engagement duration	Sixty (60) consecutive months following notification of contract award, with one (1) additional, twenty-four (24) month renewal option subject to approval by the District Board of Trustees of Broward College, Florida.
Begin date	Upon notification of contract award by the College.
End date	Sixty (60) consecutive months following notification of contract award.

PROJECT SUMMARY

The Contractor will provide the College with PCs, Laptops and Technical Support in accordance with the terms and conditions described herein.

Statement of work

[Incorporate the following sections from your proposal into this section. Address any assumptions in the applicable section.]


- A-1, Requirements Matrix
- A-2, Product Configurations
- A-3, Proposed Methodology
- B-2, Cost of Services Provided
- B-3, Optional Items
- V-A, Lenovo Limited Warranty
- V-B, ThinkPad Protection
- V-C, Lenovo Self-Maintainer Guide and Agreement (Signature required)
- V-D, Lenovo Affinity Program
- V-E, Lenovo Confidentiality Agreement (Signature required)
- V-F, Lenovo Direct Fee Program Agreement (Signature required)
- V-G, Lenovo Presentation
- V-H, Lenovo Web Ordering Screen Shots
- V-I, Additional monitors and accessories
- V-J, Intel vPro letter
- V-K, ThinkCentre Standard Mouse
- V-L, Alternate Configuration and cost file for Configs E, F, and G
- V-M, Lenovo No Cost Value Adds to Broward College for ITN-2012-069-MH
- V-N, Lenovo 2012 -2013 Diversity Utilization Plan

Engagement related expenses

Refer to Section B-2, Cost of Services Provided and B-3, Optional Items.

A-1 – Requirements Matrix

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
Original Manufacturer					
1. Is the Proposer an Original Equipment Manufacturer (OEM)?	1	X			
Technical Support					
1. Will the proposer provide Level 2 technical support for equipment under warranty with no annual fee?	2		X		<p>Lenovo will provide an option for our Priority Support Enterprise offering to Broward Colleges' I/T Staff through a single, consolidated service plan that provides fast access to Lenovo's advanced technical support, helping Broward College support Technicians save time and improve overall productivity.</p> <p>Key Features and Assumptions:</p> <p>Gives Advanced level technical support to Broward Colleges' IT support team who are doing basic troubleshooting but need direct access to advanced level technicians to help solve the tougher problems.</p> <p>Provides</p> <p>Accelerated/Advanced Break/Fix Phone Support to Advanced Level Technicians</p> <p>Support for Lenovo Hardware, Drivers and</p>

College requirement	Priority 1= mandatory 2= important	Yes	Partial	No	Response
					<p>Software</p> <p>Accessed through an assigned Dedicated Phone Line and PIN #</p> <p>Reporting on total call usage will be provided to Broward College on a monthly basis.</p> <p>Renewal period: Annual</p> <p>Customer Pricing:</p> <p>Priority Technical Support – 300 calls per year – Flat Fee \$6,200.00 / year</p> <p>Priority support is an optional supplement to Lenovo's standard warranty which includes unlimited level 1 phone support at no additional fee to Broward College</p>  <p>Broward College RFP_Services Respon</p>
2. Will the proposer allow direct access to Level 2 technical support for College technicians, minimum 7am to 9pm, Monday thru Friday - Eastern Standard Time?	1	X			Yes, see response for #1.
3. If individual products experience three service calls (which require proposer action) during the warranty period, will the College have the right and expectation for the product to be replaced, by the proposer, with a new unit of equal or greater specification at no additional cost?	1		X		<p>Lenovo's goal is to find and fix problems before our customers even becomes aware of them. Lenovo takes aggressive steps, from design/development through ship support, to identify and resolve quickly potential</p>

Broward College RFP

Level-2 Support Desk Requirements

Jan 27, 2012

Services Solution Architect: T. Decker

Response:

Lenovo will provide our Priority Support Enterprise offering to Broward Colleges' users through a single, consolidated service plan that provides fast access to Lenovo's advanced technical support, helping Broward College support Technicians save time and improve overall productivity.

Key Features and Assumptions:

1. Gives Advanced level technical support to Broward Colleges' IT support team who are doing basic troubleshooting but need direct access to advanced level technicians to help solve the tougher problems.
 - a. Provides Accelerated/Advanced Break/Fix Phone Support to Advanced Level Technicians
 - b. Support for Lenovo Hardware, Drivers and Software
 - c. Accessed through an assigned Dedicated Phone Line and PIN #
2. Pricing is based on assumptions provided by Broward College on intended usage, and provided through an annual Quantity of Calls that can be used across Broward College's support team.
3. Reporting on total call usage will be provided to Broward College on a monthly basis.
4. Renewal period: Annual

Customer Pricing:

Priority Technical Support - 300 calls per year - Flat Fee

\$6,200.00 / year

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
					<p>problems. During a product's lifecycle, we track repair action performance at the machine type level and commodity level. When we become aware of a potential issue we quickly bring it to our development and engineering teams' attention to root cause it, fix it, and prevent occurrence in future products.</p> <p>Once we identify an issue with a potential impact to our customers and a deployable solution, we use several methods of communication. We publish "tips" (driver updates, bios updates, etc.) for each platform on our Service and Support site so customers potentially experiencing these problems are helped early in the support structure. Industry-wide or potential issues (with solutions) affecting our enterprise customers are proactively communicated to our sales teams through executive calls, notes or bulletins, and an internal web site. Our sales teams communicate to our customers and engage the appropriate escalation path to resolve the issue.</p> <p>Should a problem arise</p>

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
					<p>with your hardware, our Call Centers assign each service request an incident number. This incident number is shared with the customer, and becomes the central thread that unites service activities under one event record.</p> <p>Our technical support representatives assume ownership of a call from the instant it is placed, and don't relinquish that ownership until it has been satisfactorily closed.</p> <p>Integrated tracking systems allow problem and parts usage analysis; open call and parts back order alerts, as well as agent level performance comparisons.</p> <p>Call Center personnel determine the service to which the customer is entitled, and drive the delivery of that service level, always acting as the customer's advocate.</p> <p>Lenovo uses several factors to determine the next course of action on whether to replace or repair a system. Repairs are performed based on warranty entitlement and the terms of the Lenovo Limited Warranty.</p>
4. If products are delivered "dead-on-arrival" (DOA), will the proposer replace the product with a new unit at	2	X			Lenovo will replace any DOA products within 21 days. After 21 days

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
no additional charge?					Lenovo Service will repair or replace the system according to the terms of the Limited Warranty. (See Attachment D)
5. Does the proposer offer a self-maintainer reimbursement program at no annual fee, i.e., reimbursement for owner labor on warranted equipment? If yes, please provide details of program.	2	X			Yes – Labor reimbursement is a flat rate based on system entitlement and parts replaced. There is a 1K enrollment fee for Lenovo's self maintainer program but Lenovo is waiving this fee for Broward College. That there will be no cost associated with or limit on number of certified technicians to BC. Please reference attachment V-C for details including reimbursement schedule and contract.
6. Will Pre-paid pre-printed shipping call tags be provided by proposer for returns or other no cost method to the college?	2	X			Yes – for service parts requested from Lenovo.
7. If the proposer is required to substitute products (components), will all substituted products be of equal or greater specification?	1	X			Lenovo will proactively work with Broward College on any component constraints to ensure we are proposing a replacement that will be of equal or greater specifications and will obtain approval of said component prior to shipping a replacement.
8. Can the College reject any substituted products (components)	1	X			Lenovo will proactively work with Broward

College requirement	Priority 1= mandatory 2= important	Yes	Partial	No	Response
within 15 business days of delivery?					College on any component constraints to ensure we are proposing a replacement that will be of equal or greater specifications and will obtain approval of said component prior to shipping a replacement.
9. Does the proposer allow email and/or web-based parts ordering? If yes please describe process.	2	X			Under the self-maintainer program, parts are ordered via a web-based ordering tool
10. Will the proposer assign pre and post sales support staff for, dedicated and specialized in educational accounts?	2	X			
11. Are there any special technical certifications required by the proposer in order for technicians to repair the proposers' equipment? - if yes, please explain. Include any costs involved.	2	X			For Lenovo's Warranty Self-Maintenance Program, we required A+ Certification, and Lenovo warranty and product specific certifications to be in place for each of the customer technicians doing repairs.

College requirement	Priority 1 = mandatory 2 = important	Yes	Partial	No	Response
12. Will proposer ship repair parts overnight at no additional cost? If not, what is the expected parts delivery time at no cost?	2	X			Yes – for Lenovo service part requests made by 4:00pm EST, parts ship the same business day for next business day delivery at no cost. Lenovo maintains a global network of stocking locations (both static and mobile) that provides parts across our service product lines. This stock is further supported by Emergency Parts Support Centers, geographically positioned in larger metropolitan areas. Efforts are made to support these geographic areas at an availability level in excess of 80-85 percent of total requirements. When requirements escape these local areas, there is a "safety net" of three additional Regional Centers that act as emergency backup to the field network previously discussed.
13. Will proposer supply the College with an independent report(s), produced no more than 5 years prior to the due date of proposals, documenting that the proposer has recently achieved an industry satisfaction rating for service and support? And what is that rating?	1	X			Lenovo ranked #1 in both corporate notebook and corporate desktop weighted satisfaction index according to the TBR 2010Q3 Corporate IT Buying Behavior and Customer satisfaction Study. In addition Lenovo was ranked #1 Service & Support Notebooks & Desktops in PC Magazine's 21st

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
					Annual Reader Survey.
14. Do the products in the proposal have software image stability for a minimum of twelve months from the date each unit is purchased?	2		X		All products Lenovo has proposed are Enterprise level, offering a minimum 12 months image and component stability. Additionally, Lenovo has a workhorse program that guarantees consistent configurations and support globally for any models included in this program.
15. Do the products in the proposal have at least one year remaining in the product's projected life cycle? List (in months) projected life for each model offered in proposal. In the event the model becomes at end-of-life during the contract is the proposer willing to provide a replacement in the new model with similar specifications or better for the same contract price?	2		X		Products proposed are enterprise class and offer 12-15 months of image and component stability. Major transitions across the industry are scheduled for summer / fall 2012 and will coincide with the release of Intel's new Chief River chipset. Once transition has occurred, Broward can expect a minimum of 12 months lifecycle on all products going forward. Lenovo will commit to price point replace at required transition times assuming commodity costs remain static. Lenovo's pricing is subject to the lower limit of cost.
Value Added Services.					
1. Are discounts quoted for the models in the response available for any configurations of those models? If no, respond with any discounts proposer is willing to offer on all other	2				To ensure that Broward College is fully capitalizing on its buying power, Lenovo has offered the deepest

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
configurations for model (use same format as pricing quotes for configurations)					discounts on RFP models with the assumption these will be deemed campus standards. Lenovo will work with Broward to redefine the standards on an ongoing basis based on changing user needs and apply the same const structure on up to 4 desktop and 3 mobile configurations. For models not specifically listed in the RFP, Lenovo will offer the following discounts ThinkPad - List - 30% ThinkCentre - List - 35% ThinkVision - List - 25% Lenovo Branded Options - List - 25%
2. Will proposer extend discounts to any other model not quoted in response? If yes, provide details on discounts proposer willing to offer. (use same format as pricing quotes for configurations)	2	X			For models not specifically listed in the RFP, Lenovo will offer the following discounts ThinkPad - List - 30% ThinkCentre - List - 35% ThinkVision - List - 25% Lenovo Branded Options - List - 25%
3. Will the proposer provide a customized, password protected web site, to configure computer equipment (restrict selections based on requirements) and store quotes so that ordering can be streamlined by	2	X			Lenovo has the ability to create a customized web portal designed specifically for our US direct accounts; each customized portal offers a range of products.

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
referencing quote numbers?					<p>services, tools and support chosen specifically to meet your requirements. The Lenovo customized web portal allows customers the flexibility to decide what registration and authorization levels are right for your organization's users. For each individual user ID and password, one of three access levels can be assigned:</p> <ol style="list-style-type: none"> 1. Browser – Allows view-only access to your customized catalog. 2. Builder – Allows users to view your customized catalog and build orders. 3. Approver – Allows pre-qualified users to approve orders and send them to Lenovo. <p>Lenovo will provide a 24x7 online ordering portal specifically for Broward College purchases. The selected standard configurations will be displayed prominently on the website home page, and will also offer customization of internal components on non-image models. In addition to Broward College standards, Lenovo website users will have access to Lenovo's full product catalog - or any subset thereof as</p>

Statement of Work

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
					<p>designated by the customer - at negotiated pricing. The Lenovo websites support credit card, procurement card, and net 30 purchase methods, and may be limited to one or two methods as needed.</p> <p>Custom Information fields available at checkout include:</p> <p>Bill to contact</p> <p>Ship to contact</p> <p>Purchase order number is required</p> <p>The Lenovo direct website has the ability to limit ship to address with no overwrite capability.</p> <p>The Lenovo website allows users to create and place orders, quotes, and save carts for future use. It also provides a link to our order history tool called Order Status Online (OSOL). The Order Status Online tool provides comprehensive order information, customizable searches, and downloads. OSOL users can create, save, and repeat custom reports, and can also schedule delivery of this information on a repeat basis. The level of website access is determined during the initial, one-time user registration, and is</p>

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
					divided into three levels - browser, builder, and approver. This hierarchy limits the purchasing ability to a small subset of users, and creates an approval process within the website that mirrors common procurement methodologies. Once a user is registered, the access level may be changed at any time by contacting your Lenovo inside sales representative. Each user may change his/her profile information freely, including password reset and retrieval.
4. Will quotes generated from the customized web site provide list price, associated established discount rates, net price, and detailed product/component specifications for each unique product in order?	2	X			Yes, the Lenovo ordering portal will provide current MSRP, BC price reflecting agreed upon discount levels. Product descriptions include detailed specifications for systems, components and warranty.

College requirement	Priority 1= mandatory 2 = important	Yes	Partial	No	Response
5. Will proposer commit to ship products and quantities as complete orders unless otherwise instructed by the College?	2	X			Lenovo recommends ship complete requirements be restricted to brand family (ThinkCentre and all options ship together / ThinkPad and all options ship together.) Since all manufacturers build / ship from multiple plants depending on brand family, Lenovo believes this method will allow for decreased ship time and increased service levels to the College.
6. Will proposer include an itemized packing list with all shipments?	2	X			
7. Will proposer include an order number (PO Number) with the packing list on all shipments?	2	X			
8. Will proposer provide the College with demo units for evaluations within 15 business days of request with a 60 day term on evaluating units? (This is in relation to demos after the proposer is selected, not demos required for the ITN process).	2	X			
9. Do all PCs in proposal have the ability to secure cases with a case lock or tamper proof screws?	2	X			
10. Will a current software driver disk be included with each shipment for all products in the order? If not, is the software readily available on the proposers' website?	2	X			If base image and Lenovo's Rescue and Recovery tool is implemented, customer can create a recovery disc for each system. Lenovo provides updates to software and driver's via a support site at www.lenovo.com/support

Definitions:

Original Equipment Manufacturer (OEM) – communicates directly with clients rather than other manufacturers

Level 2 Technical Support - Service provider personnel that are available during Broward College help desk hours that have technical expertise to resolve issues via a phone call to include remote access to the end user device for diagnostics and repair

A-2 – Proposed Configurations



BAFO - Attachment
A A-2 Product Config

IMPORTANT...PLEASE READ INSTRUCTIONS BELOW FIRST BEFORE COMPLETING THIS SECTION.

Instructions to Proposer:

Each spreadsheet tab references the College's Product Configurations A through G. Please provide your responses to each specification in the column labeled "Vendors Proposed Solution" for each Product Configuration. Please **DO NOT** make any changes to information contained in any other columns.

INSTRUCTIONS

6/4/2012 3:54 PM

Configuration A

Classroom PC		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	ThinkCentre M91p SEF
Case	Horizontal Orientation, integrated or supplied stand, 13.5" Wide x 17" Deep x 4.5" High - Maximum. Must be able to be deployed in a Vertical Orientation	3.9" Wide x 14.5" Deep x 13.3" High
Chipset	Intel® based Q67 Express Chipset with vPro Technology or equivalent functioning and performing competitive chipset	Intel Q67 Express Chipset / Vpro Capable
Included OS	Microsoft Windows 7 Home Premium 32-bit	Windows 7 Home Premium 32-Bit
Future OS Compatibility	Microsoft Windows 8	Yes
CPU	Intel® i5-2400 processor or equivalent functioning and performing competitive CPU	Intel® Core™ i5-2400 Processor (4 cores / 4 threads, 3.1GHz, 6MB cache)
Memory	4GB DDR3 (PC3-1333) MHz non-ECC (2 x 2 GB DIMM)	4GB DDR3 PC3-10600 1333MHz DDR3 (2 dimm, 2 open slots)
Hard Drive	500GB 7200RPM SATA-6.0 Gb/s	500GB 7200rpm SATA 6.0GB/s
Secondary Hard Drive	None	NA
Hard Drive Controller	SATA III 6.0Gb/s	Yes
Optical Drive	SATA SuperMulti DVD Writer Drive Usable in both Vertical and Horizontal Orientation	Super Multi-Burner DL DVD/RW SATA 1.5GB/s Drive Yes
Floppy Drive	None	NA
Available Expansion Slots	(not used by base configuration devices) (1) PCI (1 PCI Express x1 and (2) PCI Express x16 graphics)	Slot 2: Low Profile PCIe 2.0 x1
Audio	Integrated Sound Blaster Compatible Audio	High Definition (HD) Audio: Realtek® ALC662 codec
Audio Ports	1 - 3/8" (3.5mm) Mini Plug Headphone Jack - Front Case Mount	Yes
	1 - 3/8" (3.5mm) Mini Plug Microphone Jack - Front Case Mount	Yes
	1 - 3/8" (3.5mm) Mini Plug Line Out Jack - Rear Case Mount	Yes
	1 - 3/8" (3.5mm) Mini Plug Line In Jack - Rear Case Mount	Yes
	1 - 3/8" (3.5mm) Mini Plug Microphone Jack - Rear Case Mount	Yes
Video Card	vL16 integrated, multimedia capable, supports HDCP and audio over DisplayPort	Intel HD Graphics in processor, uses main memory, HDCP, DirectX® 10.1
Monitor	19" LCD Display Monitor Widescreen VGA/DVI	19" Widescreen Monitor
Monitor Cable	Appropriate monitor cable must be supplied with base configuration	Display Port to DVI Dongle
Available Ports	2 - Front Mounted USB 2.0 Ports (for ease of use with thumb drives)	2 USB 2.0 Ports
	4 - Rear Mounted USB 2.0 Ports	8 USB 2.0 Ports
Network Adaptor	Integrated 10/100/1000 Twisted Pair Ethernet w/rear RJ-45 Connector with remote wakeup and PXE support	One gigabit ethernet port, Intel 82579, Wake on LAN® supported
Keyboard	Standard 104-key USB Keyboard	Preferred Pro USB Keyboard (USB connected, 104-key, black, Lenovo® Logo)
Mouse	Two-Button USB Laser Wheel Mouse	Enhanced Optical USB Mouse, 1000 dpi, Back, Lenovo logo
Warranty	3-3-3 (parts/labor/next business day on-site) warranty	holidays, NBD service
Power	Internal Power Supply 90% or greater efficiency	240 watts, auto-sensing, 85% PSU
Options to Base Configuration	1 - 9-pin Serial (RS485 compatible) Web Cam compatible w/ Microsoft Lync (External or Monitor Integrated) 1 - FireWire IEEE 1394 port - (Prefer to front of case)	1 - 9-pin Serial (RS485 compatible) - this is a default on M91p Optional external as requested Optional as requested
Date Released		3/1/2011
Projected End of Life Date		9/1/2012

Configuration B		
Employee PC		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	
Case	Tower	ThinkCentre M91p Tower
Available Expansion Bays	8" Wide x 1.8" Deep x 11" High - Maximum (not used by base configuration components)	8" Wide x 1.7" Deep x 10.3" High
	3 - 5 1/4" Half-height External Front Drive Bay	Yes
	1 - 3 1/2" Internal Drive Bay	Yes
Chipset	Intel® based chipset with vPro Technology or equivalent functionality and performing competitive chipset	Intel® Q67 Express Chipset Platform Controller Hub (PCH) (PCI Express 2.0 x1)
Included OS	Microsoft Windows 7 Home Premium 32-bit	Windows 7 Home Premium 32 Bit
Future OS Compatibility	Microsoft Windows 8	Yes
CPU	Intel® i5-2400 processor or equivalent functionality and performing competitive CPU	3.1GHz (4MB cache) Intel® Core™ i5-2400 Processor (4
Memory	4GB DDR3 (PC-1333) MBs non-ECC (2 x 2 GB DIMM)	4GB DDR3 1333MHz 1333MHz DDR3 (2 Dimm, 2
Hard Drive	500GB 7200RPM SATA 6.0 GB/s	500GB 7200rpm SATA 6.0GB/s
Secondary Hard Drive	None	
Hard Drive Controller	SATA 6.0 Gb/s	Yes
Optical Drive	SATA SuperMulti DVD Writer Drive	SuperMulti-Burner/DL DVD+RW SATA 1.5GB/s Drive
	Usable in both Vertical and Horizontal Orientation	Yes
Floppy Drive	None	Yes
Available Expansion Slots	(not used by base configuration devices)	Yes
	10-PCI (x1 PCI Express x1 and x2 PCI Express x16 graphics)	Slot 2: Low Profile, PCIe 2.0 x1
Audio	Integrated Sound, vPro Compatible Audio	High Definition (HD) Audio, Realtek® ALC662 codec
Audio Ports	3 - 1/8" (3.5mm) Mini Plug Headphone Jack - Front Case Mount	Yes
	3 - 1/8" (3.5mm) Mini Plug Microphone Jack - Front Case Mount	Yes
	3 - 1/8" (3.5mm) Mini Plug Line Out Jack - Rear Case Mount	Yes
	3 - 1/8" (3.5mm) Mini Plug Line In Jack - Rear Case Mount	Yes
	3 - 1/8" (3.5mm) Mini Plug Microphone Jack - Rear Case Mount	Yes
Video Card	On-Board, Integrated, multi-head capable, supports HDCP and audio over DisplayPort	HDCP, DirectX 10.1,
Monitor	19" LCD Display Monitor Widescreen VGA/DVI	19" Widescreen Monitor
Monitor Cable	Appropriate monitor cable must be supplied with base configuration	Display Port to DVI Dongle
Available Ports	2 - Front Mounted USB 2.0 Ports (for use of size with thumb drives)	2 USB 2.0
	4 - Rear Mounted USB 2.0 Ports	4 USB 2.0
Network Adapter	Integrated 10/100/1000 Network Full Ethernet vPro 8045	One gigabit ethernet port, Intel 82579, Wake on LANB
	Connector with remote wakeup and PXE support	supported
Keyboard	Standard 104-key USB Keyboard	Preferred Pro USB Keyboard (USB connector), 104-key, black, Lenovo® logo
Mouse	Two-Button USB Laser Wheel Mouse	Enhanced Optical USB Mouse, 1000-dpi, black, Lenovo logo
Warranty	3-3-5 (parts/labor/hour business day on-site) warranty	coverage excluding holidays, NBD service
Power	Internal Power Supply 80% or greater efficiency	PSU
Options to Base Configuration:	1 - 9-pin Serial (RS232) compatible	1 - 9-pin Serial (RS232) compatible - this is a default on M91p
	Web Cam compatible w/ Microsoft Lync (External or Monitor Integrated)	Optional external as requested
	1 - Removable IDEL 1294 port - (Prefer in front of case)	Optional as requested
	1 - 16x DVD-RW Double Layer Multi-Format DVD±R/RW/CD-R/RW recorder	Optional as requested
	1 - Additional 19" LCD Display Monitor Widescreen VGA/DVI	Optional - 19" Widescreen Monitor
	1 - Optional VGA/DVI Display adapter	Optional as requested
Date Released		3/1/2011
Projected End of Life Date		3/3/2012

Configuration C		
High End PC		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	
Case	Tower	ThinkCentre M90p Tower
Available Expansion Bays	6" Wide x 18" Deep x 18" High - Maximum (not used by base configuration components)	6.9" Wide x 17.4" Deep x 16.3" High
	1 - 5 1/4" Half-height External Front Drive Bay	Yes
	1 - 3 1/2" Internal Drive Bay	Yes
Chipset	Intel® based Q67 Express chipset with vPro Technology or equivalent functioning and performing competitive chipset	Intel Q67 Express Chipset
Included OS	Microsoft Windows 7 Home Premium 32-bit	Platform Controller Hub (PCH) (PCI Express 2.0 x1, ethernet MAC, PCI, and USB), SMSC® 5627P Super I/O - Vpro Capable
Future OS Compatibility	Microsoft Windows 8	Windows 7 Home Premium 32 Bit
CPU	Intel® Core™ i7-2600S (2.80 GHz, 8 MB cache, 4 cores) or equivalent functioning and performing competitive CPU	Yes
Memory	8GB DDR3 (PC3-1333) MHz non-ECC (2 x 4 GB DIMM)	Intel Core i7-2600 Processor (4 cores / 8 threads, 3.4GHz, 8MB cache), Turbo Boost 2.0 (3.8GHz), integrated Intel HD Graphics 2000, integrated 1333MHz dual-channel DDR3 memory controller, Virtualization Technology - Vpro Capable
Hard Drive	500GB 7200RPM SATA 6.0 Gb/s	8gb UDIMM, PC3-10600 1333MHz DDR3 (2 dimm, 2 open slots)
Secondary Hard Drive	Optional 500GB 7200RPM SATA 6.0 Gb/s	Integrated 1333MHz dual-channel DDR3 memory controller, Virtualization Technology
Hard Drive Controller	SATA II 6.0Gb/s	500GB 7200rpm SATA 6.0GB/s
Optical Drive	SATA SuperMulti DVD Writer Drive	SATA II 6.0Gb/s
	Usable in both Vertical and Horizontal Orientation	Super Multi-Burner DL DVD±RW, SATA 1.5Gb/s Drive
Floppy Drive	none	Yes
Available Expansion Slots	(Not used by base configuration device)	
	(1) PCI, (1) PCI Express x1 and (1) PCI Express x16 graphics	Slot 1: Low Profile, PCI Express 2.0 x16 (45w max) Slot 2: Low Profile, PCIe 2.0 x1 Slot 3: Low Profile, 32-bit PCI 2.3 Slot 4: Low Profile, 32-bit PCI 2.3
	Integrated Sound Blaster Compatible Audio	Yes
Audio	1 - 2/8" (3.5mm) Mini Plug Headphone Jack - Front Case Mount	Yes
Audio Ports	1 - 2/8" (3.5mm) Mini Plug Microphone Jack - Front Case Mount	Yes
	1 - 2/8" (3.5mm) Mini Plug Line In Jack - Rear Case Mount	Yes
	1 - 2/8" (3.5mm) Mini Plug Line In Jack - Rear Case Mount	Yes
	1 - 2/8" (3.5mm) Mini Plug Microphone Jack - Rear Case Mount	Yes
Video Card	Nvidia Quadro FX 580 512MB 328-Bit GDDR3 PCI Express 2.0 x16 Workstation Video Card or Equivalent for Autodesk 3D Support	AMD Radeon™ HD 9450, PCI Express® 2.0 x16 adapter, HDCP, DirectX 11, 512MB, one DVI-I (includes DVI-to-VGA dongle), one DisplayPort, 25 watts
Monitor	19" LCD Display Monitor, Widescreen VGA/DVI	L197 Widescreen Monitor
Monitor Cable	Preferable monitor cable must be supplied with base configuration	Display Port to DVI Dongle
Available Ports	2 - Front Mounted USB 2.0 Ports (for ease of use with thumb drives)	2 USB 2.0
	4 - Rear Mounted USB 2.0 Ports	6 USB 2.0
Network Adapter	Integrated 10/100/1000 Twisted Pair Ethernet w/IEEE 802.3 Connector with remote wakeup and PSE support	One gigabit ethernet port, Intel 82578, Wake on LAN® supported
Keyboard	Standard 3049 USB Keyboard	Preferred Pro USB Keyboard (USB connector), 104-key, black, Lenovo® logo
Mouse	Two-Button USB Laser Mouse	Enhanced Optical USB Mouse, 1000 dpi, black, Lenovo® logo
Warranty	3-3 (parts/labor/next business day on-site) warranty	3-years, limited on-site service, 9 am-5 pm, Mon-Fri coverage excluding holidays, NBD service
Power	Internal Power Supply 90% or greater efficiency	280 watts with variable speed fan, auto-sensing, 85% PSU
Options to Base Configuration	1 - 5-pin Serial (16550 compatible)	1 - 5-pin Serial (16550 compatible) - this is a default on M90p
	Web Cam (compatible w/ Microsoft Lync) (External or Monitor Integrated)	Optional external as requested
	1 - FireWire IEEE 1394 port - (Prefer in front of case)	Optional as requested
	1 - 16x DVD-RW Double Layer Multi-Format DVD±R/RW/CD-R/RW recorder	Optional as requested
	1 - Additional 19" LCD Display Monitor Widescreen VGA/DVI	Optional L197 Widescreen Monitor
	1 - Optional VGA/DVI display adapter	Optional as requested
Date Released		3/8/2012
Projected End of Life Date		3/1/2012

Configuration D

Standard Laptop		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	ThinkPad T520
Case	Dimensions, 15" Wide X 12" Deep x 2" High Maximum	14.68" Wide x 9.65" Deep x 1.40" High
Chipset	Mobile Intel® QM67 Express chipset or equivalent functioning and performing competitive chipset	Mobile Intel QM67 Express Chipset
Included OS	Microsoft Windows 7 Home Premium 32 bit	Windows 7 Home Premium 32 Bit
Future OS Compatibility	Microsoft Windows 8	Yes
CPU	Intel® Core™ i5 or equivalent functioning and performing competitive CPU	Intel® Core™ i5-2520M Processor (2.5GHz, 3MB L3, 1333MHz FSB) / Vpro Capable
Memory	Memory: 4 GB 1333 MHz DDR3 SDRAM	4GB DDR3 1333MHz (1 DIMM, 1 open slot)
Hard Drive	320 GB 7200 rpm SATA II	320gb 7200rpm, SATA 3.0Gb/s, 2.5" wide, 7mm or 9.5mm high, Active Protection System
Optical Drive (Internal)	DVD±RW SuperMulti DL	DVD burner, 12.7mm Ultrabay Enhanced, removable
Floppy Drive (External)	none	no
Audio	Integrated Sound Blaster Compatible Audio	High Definition (HD) Audio, Conexant 20672 codec / stereo speakers, 1 watt x 2
Audio Ports	1 - 1/8" (3.5mm) Mini Plug Headphone/Speaker Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
	1 - 1/8" (3.5mm) Mini Plug Microphone Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
		Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
Speakers	Internal Stereo Speakers	Yes
Available External Ports	1 - External Monitor Port- DB-HD15 connector	Yes
	2 - USB 2.0 Ports	Three USB 2.0 (one powered), one USB 2.0/eSATA combo port
I/O Ports	PC Express bus slot	Yes
Video Card	AMD Radeon HD 5470M with 1 GB dedicated GDDR3 video memory or equivalent	NVIDIA NVS™ 4200M, PCI Express® x16, 1GB memory, NVIDIA NVS™ 4200M, PCI Express® x16, 1GB memory
Display	15" - 16" LCD XGA Active Matrix Display	15.6" (396mm) HD (1366x768) color, anti-glare, LED backlight, 220 nits, 16:9 aspect ratio, 500:1 contrast ratio, 60% Gamut
Camera	Web Cam 720p or greater	HD720p resolution, wider-view angle, low-light sensitive, fixed focus
Network Adapter	Integrated 10/100/1000 Twisted Pair Ethernet w/RJ45 Connector	Intel 82579LM Gigabit Network Connection (Lansville), PHY, PCIe x1
Wireless Networking	Internal 802.11 a/b/g Wireless Network Adapter	Intel Centrino® Advanced-N 6205, 2x2
Modem	Internal 56K V.90 Modem	Yes
Keyboard	87-Key Layout with Full-Size Key Caps	7 row, 89-key, ThinkVantage button, spill-resistant, multimedia Fn keys
Mouse	Trackpad with two-button clicker	UltraNav™, wide touchpad below keyboard, Tap Zones, scrolling regions, Javel, multi-touch, TrackPoint® pointing device, "Press-to-Select," Internet Scroll Bar13, magnifying glass
Battery Technology	Lithium battery	9-cell, up to 14.0
Battery Life	Unit must operate with moderate use for a minimum of 8 hours (all configured components functional, no external devices)	9-cell, up to 14.0
Power Adapter	Power transformer must not plug directly into the 110 outlet. (No Wall Warts)	Yes
Security	Unit must accommodate a cable security lock	security keyhole
Warranty	Three Year Warranty	3-years/1-yr battery - depot repair service
Accidental Damage Protection	Replacement coverage during warranty period	Included in base price
Options to Base Configuration:	1-Bluetooth Wireless module	Optional as requested
	1-Parallel (25-hole bi-directional)	Optional as requested
	1-Firewire Adapter IEEE 1394 port	Optional as requested
	1-Video out connector	Optional as requested
	1-USB Optical mouse	optional as requested
	1-Option for internal modem	optional as requested
	1-Nylon Carrying Case with Shoulder Strap	Optional as requested
	(must be large enough to accommodate unit and accessories)	
Date Released		2/22/2011
Projected End of Life Date		8/1/2012

Configuration E

Tablet PC		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	ThinkPad X220T w/ USB DVDRW
Case	Dimensions, 14" Wide X 13" Deep x 2" High Maximum	12" Wide x 9" Deep x 1.23" High
Chipset	Mobile Intel® QM67 Express chipset or equivalent functioning and performing competitive chipset	Mobile Intel QM67 Express Chipset
Included OS	Microsoft Windows 7 Home Premium 32 bit	Windows 7 Home Premium 32 Bit
Future OS Compatibility	Microsoft Windows 8	Yes
CPU	Intel® Core™ i5-2410M (2.30 GHz, 3 MB L3 cache) or equivalent functioning and performing competitive CPU	Intel® Core™ i5-2520M Processor (2.5GHz, 3MB, L3, 1333MHz FSB) / Vpro Capable
Memory	4 GB 1333 MHz DDR3 SDRAM	4gb PC3-10600 1333MHz DDR3, non-parity, dual-channel capable, two 204-pin SO-DIMM sockets (1 dimm, 1 open slot)
Hard Drive	320 GB 7200 rpm SATA II	320gb 7200rpm Hard Disk Drive / SATA 3.0Gbs, 2.5" wide, 7mm high, Active Protection System
Optical Drive (External)	24x/10x/24x CD-RW/DVD Combo Drive	External USB DVDRW
Floppy Drive (External)	None	NA
Audio	Integrated Sound Blaster Compatible Audio	High Definition (HD) Audio, Conexant 20672 codec
Audio Ports	1 - 3/8" (3.5mm) Mini Plug Headphone/Speaker Jack 1 - 1/8" (3.5mm) Mini Plug Microphone Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price) Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
Speakers	Internal Stereo Speakers	Yes
Available External Ports	1 - External Monitor Port- DB-HD15 connector	Yes
	2 - USB 2.0 Ports	Three USB 2.0 (One Powered)
I/O Ports	pci express bus slot	Yes
Video Card	Intel HD Graphics 2999	Intel HD Graphics 3000
Camera	Web Cam 720p or greater	HD 720p resolution webcam, wider view angle, low light sensitive, fixed focus
Display	12.3" diagonal LED-backlit WXGA UWVA - Pen and Touch (1280 x 800)	12.5" (317.5mm) HD (1366x768) TFT color, anti-glare, LED backlight, 300 nits, 16:9 aspect ratio, 500:1 contrast ratio, IPS, MultiTouch screen supports pen & five-finger gesture WideView (170° viewing), anti-refl ective and anti-glare protective coatings, write on screen with standard digitizer pen, pen holder in side base (right), rotate and swivel hinge.
Network Adapter	Integrated 10/100/1000 Twisted Pair Ethernet w/ RJ45 Connector	Intel 82579LM Gigabit Network Connection (Lewisville), PHY, PCIe x1
Wireless Networking	Internal 802.11 a/b/g/n Wireless Network Adapter	Intel Centrino® Advanced-N 6205, 2x2
Modem	optional internal - does not have to be in base config	Optional External USB Modem (not included in price)
Keyboard	87 Key layout with Full-Size Key Caps	7-row, 89-key, ThinkVantage button, spill-resistant, multimedia Fn keys
Mouse	Trackpad with two-button clicker	UltraNav™, buttonless touchpad below keyboard, multi-touch, TrackPoint® pointing device, "Press-to-Select," Internet Scroll Bar13, magnifying glass
Digitized Pens	Unit must come with two digitized pens	Yes
Battery Technology	Battery must use lithium ion technology	6-cell up to 6.8 hr
Battery Life	Unit must operate with moderate use for a minimum of 6 hours (all configured components functional, no external devices)	6-cell up to 6.8 hr
Power Adapter	Power transformer must not plug directly into the 110 outlet. (No Wall Warts)	Yes
Weight	Unit must weigh no more than 7 lbs with battery in configuration installed (all configured components functional)	Yes, with 6 cell battery unit weighs 3.97 lbs
Security	Unit must accommodate a cable security lock	security keyhole
Warranty	Three Year Warranty	3-years/1-yr. battery - depot repair service
Accidental Damage Protection	Replacement coverage during warranty period	included in base price
Options to Base Configuration:	1-Bluetooth Wireless module 1 - 9-pin Serial (16550 compatible) 1 - Parallel (25-hole bi-directional) 1 - Firewire Adapter IEEE 1394 port 1 - HDMI-Out Connection 1-optional internal modem 1-USB Optical mouse 1- Nylon Carrying Case with Shoulder Strap (must be large enough to accommodate unit and accessories)	Optional as requested Optional as requested Optional as requested Optional as requested Optional as requested Optional, USB Modem Optional as requested Optional as requested
Date Released		3/22/2011
Projected End of Life Date		7/1/2012

Configuration F

Small/Mini Laptop		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	ThinkPad X220 w/USB DVDRW
Chipset	Dimensions: 12.02x8.23x1.40 Maximum (WxDxH)	12" Wide x 8.13" Deep x 1.36" High
Included OS	Mobile Intel® QM67 Express chipset or equivalent functioning and performing competitive chipset with VPRO if available	Mobile Intel QM67 Express Chipset
Future OS Compatibility	Microsoft Windows 7 Home Premium 32 bit	Windows 7 Home Premium 32 Bit
CPU	Microsoft Windows 8	Yes
Memory	Intel® Core™ i5-2410M (2.30 GHz, 3 MB L3 cache) or equivalent functioning and performing competitive CPU	i5 2520M Processor (2.5GHz, 3MB Cache) Vpro Capable
Hard Drive	4 GB 1333 MHz DDR3 SDRAM	4gb PC3-10600 1333MHz DDR3, non-parity, dual-channel capable, (1 dimm, 1 open slot)
Optical Drive (External)	320 GB 7200 rpm SATA II	320gb 7200rpm Hard Disk Drive / SATA 3.0Gbs, 2.5" wide, 7mm high, Active Protection System™
Floppy Drive (External)	DVD±RW SuperMulti DL; DVD-ROM	External DVDRW (included in total cost of config F of pricing worksheet)
Audio	None	
Audio Ports	SRS Premium Sound; Integrated stereo speakers	High Definition (HD) Audio, Conexant 20672 codec
Speakers	1 - 1/8" (3.5mm) Mini Plug Headphone/Speaker Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
Available External Ports	1 - 1/8" (3.5mm) Mini Plug-Microphone Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
I/O Ports	Internal Stereo Speakers	Yes
Video Card	1 - External Monitor Port- DB-15 connector	Yes
Camera	2 - USB 2.0 Ports	3 USB 2.0 (One Powered)
Display	Intel HD Graphics 3000	Intel HD Graphics 3000
Network Adapter	Web Cam 720p or greater	HD720p resolution webcam, wide view angle, low light sensitive, fixed focus
Wireless Networking	12.1" diagonal LED-backlit WXGA UWVA - Pen and Touch (1280 x 800)	12.5" LED Backlit (1366 x 768)
Modem	Integrated 10/100/1000 Twisted Pair Ethernet w/RJ45 Connector	Intel 82579LM Gigabit Network Connection (Lewisville), PHY, PCIe x1
Keyboard	Internal 802.11 a/b/g/n Wireless Network Adapter	Intel Centrino® Advanced-N 6205 2X2
Mouse	Internal 56K V.90 Modem	USB Modem (included in total cost of config F of pricing worksheet)
Battery Technology	87-Key Layout with Full-Size Key Caps	7-Row, 89-Key
Battery Life	Trackpad with two-button clicker	UltraNav™, buttonless touchpad below keyboard, multi-touch, TrackPoint® pointing device, "Press-to-Select," Internet Scroll Bar13, magnifying glass
Power Adapter	Battery must use lithium ion technology	6-cell; up to 9.2 hr.
Weight	Unit must operate with moderate use for a minimum of 6 hours (all configured components functional, no external devices)	6-cell; up to 9.2 hr.
Security	Power transformer must not plug directly into the 110-outlet. (No Wall Warts)	Yes
Warranty	Unit must weigh no more than 4 lbs with battery in configuration installed (all configured components functional)	Yes, with 6 cell battery unit weighs 3.31 lbs
Accidental Damage Protection	Unit must accommodate a cable security lock	security keyhole
Options to Base Configuration:	Three Year Warranty	3-years/1-yr battery - depot repair service
	Replacement coverage during warranty period	included in base price
	1- Bluetooth Wireless module	optional as requested
	1- 9-pin Serial (16550 compatible)	optional as requested
	1- Parallel (25-hole bi-directional)	optional as requested
	1- Firewire Adapter IEEE 1394 port	optional as requested
	1- HDMI-Out Connection	optional as requested
	1- Optional modem	Optional, USB Modem
	1- USB Optical mouse	Optional
	1- Nylon Carrying Case with Shoulder Strap	Optional
	(must be large enough to accommodate unit and accessories)	Yes
Date Released		3/1/2011
Projected End of Life Date		7/1/2012

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Projected End of Life Date	
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A-3 – Proposed Methodology

A-3 Proposed Methodology. Clearly and in detail, describe how proposer will accomplish the solution(s) identified in Section 4.3.1 in order to complete required service. Minimum response must provide clear and detailed responses to the following.

1	<p>Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus, multi-cultural environment.</p> <p>Lenovo can receive orders via the web, fax, or email. (Please see section 4. Timeline for more detail on our ordering procedures.) Services procedures will depend upon the service required. As a self-maintainer, Broward College can determine the issue and provide the fix as per the terms of the Warranty Self Maintainer program. Furthermore, if Broward College would like to work with a local business partner, for warranty repair work, Lenovo recommends that you engage our warranty service authorized repair partner, BLM Technologies of Florida, who provides coverage in the State of Florida, and can support Broward, Miami-Dade and Palm Beach Counties. BLM maintains our Lenovo required technician certifications to be able to support our system repairs for you in these localities. Lastly, Broward College technicians can utilize Lenovo's proposed Priority Support to provide fast access to Lenovo's advanced technical support, helping Broward College support technicians save time and improve overall productivity.</p> <p>Lenovo takes our commitments to our customers very seriously and will establish and implement processes for Broward College to ensure that product delivery and installation time frames are met.</p> <p>Our Lenovo Direct Fulfillment goal is to offer Broward College our best of breed products, aggressively priced, with a fulfillment model customized to your unique requirements. In the US, Lenovo will ship standard and forecasted custom products, within 10 business days from receipt by Lenovo of a valid purchase order. This order fulfillment objective does not apply to initial orders for custom models. When Lenovo creates a custom model based on unique requirements, these models are subject to a "First Off Test" (FOT) which is a process to ensure that the newly created custom model is technically valid, manufactured properly and is a functional configuration. Standard shipping is assumed and premium shipping is available for an additional fee. We are consistently averaging less than 10 days from order receipt to shipment across all customers in the United States. If these standard service level terms are not acceptable, more aggressive service levels are available. Additional fees for aggressive service levels may apply. Lenovo would be pleased to discuss solutions to meet your specific delivery requirements.</p> <p>For orders that are larger than a pallet, Broward College will need to identify any unique delivery requirements on the purchase order. Examples of unique delivery requirements include but are not limited to inside delivery, lift gate trucks, and short bed trucks.</p>
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2.	<p>Coordination and Communication. Provide detailed information on how proposer will coordinate the completion of required service(s). Provide detailed information on how proposer will communicate with assigned College personnel prior to, during and after job commencement.</p> <p>The Lenovo account executive schedules standard monthly meetings with her large customers (or more often if needed). Many times the technical team, Helpdesk/Service team and procurement are in the same meeting, but it really depends on the customer requirements and preferences. Topics include: technology updates (i.e. this month I talked about the Thailand flooding on its impact on HDD supply), service, future orders, events, etc. Again, it all depends on the customer interest.</p> <p>In addition, the Lenovo account executive will meet with Broward College on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo Customer transition documents. These monthly documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make Broward College aware of product changes and give you the ability to select the model that best meets your requirements.</p> <p>Moreover, the Lenovo Loaner Program, known as Try Lenovo, offers a flexible way for Broward College to access a wide variety of Lenovo desktops, laptops, servers, monitors, and options to evaluate product changes. Through your Lenovo PC sales team, Broward College can request configured systems for up to 60 day evaluation and testing periods (including travel to and from your company). Evaluation systems are provided free of charge, provided that they are returned on-time. Products are normally shipped standard ground service via FedEx in the United States and UPS in Canada. If you have unique requirements Lenovo will work with you to tailor an evaluation program that will meet your needs. Configurations can be reviewed as BC requirements evolve. Pricing can be reviewed every twelve months. Any pricing or configuration changes must be agreed upon by both Broward College and Lenovo.</p> <p>Lenovo's partnership and collaboration with other industry leaders enables Broward College to leverage those relationships to explore various technologies and platforms as they are released to market. In the spirit of providing Broward College with the best in technology available from Lenovo and Intel, we would like to offer an engagement with Intel's systems engineers to assist the college in exploring Intel's vPro management solution. Intel and Lenovo will provide the college a proof of concept environment to show the best practices of managing the personal system devices within the college's environment utilizing the advanced technologies found within the latest Intel iAMT enabled chipsets.</p> <p>Additionally, Lenovo will work with BC core IT staff to schedule "Campus Technology Days" where mutually decided upon topics to include hardware and current IT trends can be explored in detail with the extended BC team.</p>
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Reports. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services.

The Order Status Online tool provides comprehensive order information, customizable searches, and downloads. OSOL users can create, save, and repeat custom reports, and can also schedule delivery of this information on a repeat basis.

OSOL has standard reports available that will provide:

Order Last 30 days: all orders from the past 30 days at various stages in the process

Shipped orders: All orders shipped and delivered the last 30 days

Shipped items: Items shipped and delivered the last 30 days

Hardware items: All Lenovo items from the last 30 days

The **Electronic Service Call tool (ESC+)** is an online facility for submission of hardware maintenance and warranty requests. This tool allows the online management of all maintenance and warranty service requests. This website will benefit you by reducing the time spent in voice communication when placing service requests, monitoring status, canceling a service request, or providing additional information. The basic tool is offered at no cost.

Advanced Electronic Service Call Tracking capabilities, such as account-level worldwide service incident tracking, are available as part of ThinkPlus Priority Support. Customers who have purchased ThinkPlus Priority Support may be able to upgrade their basic ESC+ access to advanced account-level access by visiting their ThinkPlus Priority Support Portal. Registration of your company with the ESC+ application allows you to take advantage of some extended functions. Users that register their company for the extended functions are able to view all of the service requests for their company regardless of who placed it, how it was placed or which country the request was placed in. The extended functions also provide request search capabilities, a summary view of all requests by country and the ability to retain records of closed requests for up to 120 days. Also, to save time while placing requests, you can search/view your machine location from a list of locations that you provide during the extended function registration process.

For the Priority Support, reporting on total call usage will be provided to Broward College on a monthly basis.

4 Timeframe. Provide a detailed project timeframe based on an anticipated contract commencement date of August 1, 2012.

Assuming that the Calendar in section 2.4 is correct, Lenovo will be ready to take orders and provide the required services on August 1, 2012.

The Broward College Lenovo account team is skilled at transitioning new customer's to ensure that their experience in working with Lenovo is a successful one.

Lenovo needs Broward College to feel confident in the fact that Lenovo has a tested process that we deploy to manage the tasks and execute to your standard of service.

This process includes everything from selecting your final hardware to working establishing specific tasks, creating your image, establishing a "business Score-card" reporting progress report and providing training to your designated business units, like purchasing, your technical team and key end users or any steps you would like us to entertain contained in the scope our agreement. This process is customized to suit the culture at Broward College and the speed with which Broward College is comfortable.

Included is a Sample GANTT chart representing some of the tasks that are typical in customer activation. What is important to note is that while many of the tasks are concurrent, they are also mutually dependent. Lenovo considers the process of activation to be a collaborative process and in the interest of building a strong working relationship together going forward it is in our best interests to communicate requirements and expectations together. Therefore, we will set meetings with Broward College to define processes, expectations and set milestones.

Lenovo's Activation Process

As part of our customer setup and activation process, Lenovo focuses on three areas: Product, Customer and Fulfillment Setup. Activities in each of these areas take place concurrently.

- **Product Setup** – creation of custom models, image load process, pricing, catalog load
- **Customer Setup** – contracts, ship to and bill to locations, credit lines
- **Fulfillment Setup** – web, B2B, fax/email

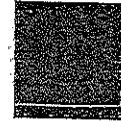
One of the key action items that drive a successful implementation is a commitment by both parties to communicate on the items of relevance, to prioritize key action items, and to mutually agree to a timeline for execution. Below is a sample timeline with activities for project implementation:

Activation Process				
	Week 1	Week 2	Week 3	Week 4
Customer Setup				
Contracts				
Base Contract Signed				
Local Transaction Documents Signed in Country				
Ship to / Bill to Customer Numbers Created				

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

Activation Process

Week 1 Week 2 Week 3 Week 4

LegendCustomer
Dependent

Lenovo Activity

5	Additional Offerings. Describe any additional products and/or services and the proposed methodology to provide these offerings with relation to the scope of this ITN.
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Lenovo's ThinkVantage Technologies

Supporting an IT infrastructure can be challenging. Managing a fleet of PCs while keeping costs down is considerably more difficult. ThinkVantage® Technologies (TVTs) from Lenovo are just what you have been waiting for. From deployment to disposal, Lenovo TVTs manage your computers while reducing costs in your organization across every stage of the PC lifecycle.



The nicest thing about TVTs is their flexibility. They can seamlessly integrate into your existing infrastructure and address the unique requirements of your organization. And the best people to carry this out for you are Lenovo Professional Services. Experts in customizing and integrating TVTs into your business so that you receive the greatest return on investment (ROI) and a smooth transition from start to finish.

Lenovo's ThinkVantage tools (TVTs) are the primary software bundled with our Think PCs. Broward College can find detailed information on our TVTs on them is at this site:

www.lenovo.com/thinkvantage

A free license for these tools is included with every Think PC:

- Productivity Center
- Client Security Solution including Password Manager
- System Migration Assistant
- Access Connections
- System Update and Update Retriever
- Active Protection System
- Rescue and Recovery
- Secure Data Disposal
- Power Manager

Tools that require a fee include:

- Image Ultra Builder
- Lenovo In-Place Migration for remote Windows 7 deployment

The current versions of all free TVTs can be downloaded by any customer for incorporation into customer software images. A perpetual license is granted at no charge, but no warranty is provided. Customers can retain versions as they wish, but we do not escrow TVT software for anyone. We provide level 1, 2, and 3 phone and email support for all of these applications.

ThinkVantage Technologies Reduce the Total Cost of Ownership

Lenovo's ThinkVantage Technologies are making our personal systems less dependent on IT staff or user intervention for basic tasks like deployment, backup and security. Each of these technologies is helps customers with important tasks like protecting data, reducing costs and increasing IT staff and end user productivity.

ThinkVantage Technology tools, which come free of charge on all ThinkCentre Desktop and ThinkPad Laptop systems, show our commitment to research, innovation and development in personal computing. Studies have shown that our ThinkVantage Technologies (TVTs) can have a significant effect on reducing a customer's TCO.

Lenovo's TVTs

- **Productivity Center**

Provides quick access to a host of information and tools that help you set up, understand, maintain and enhance your system. Customize with your content to provide answers to frequently asked questions, quick access to support websites, or any content to help your users.

- **Client Security Solution**

This unique hardware-software combination helps protect and secure vital information. Provides more secure logons, a secure password bank for all of your logon credentials, and protection for digital certificates.

- **System Migration Assistant**

Quickly and accurately migrates your end users' individual data and familiar settings to their new systems. Easily transfers data between systems with an Ethernet cable, with a USB hard drive, or using a shared network drive.

- **Access Connections**

Provides a simple way to manage all of your connections, including Ethernet, Wi-Fi, wireless broadband, Bluetooth, and modem. Automatically changes security settings, printer configuration, network configuration, and security settings to match wherever you are working. Location profiles can be centrally created by IT and distributed to clients to maintain security standards and reduce support calls.

- **System Update**

Keep systems current. Download the latest updates for Lenovo software, drivers and BIOS over the internet, automatically. Update Retriever program provides IT with the ability to automatically gather and distribute IT-approved updates. Thin Installer allows updates to be installed on remote PCs without the System Update client, leaving no residual installer software after updates are installed.

- **Active Protection System**

Detects sudden changes in motion and temporarily stops your notebook's hard drive to protect valuable data.

- **Rescue and Recovery**

R&R is a one-button backup and recovery tool. It is the fastest, most accurate and most complete recovery tool available. Includes a spare operating system to let your system boot up even if Windows is damaged and will not start.

- **Secure Data Disposal**

SDD shreds the data not the hard drive and erases confidential information on a disk drive quickly and effortlessly. Provides high data security for disposing of old systems.

- **Lenovo Power Manager**

Provides a simple "slider" control to adjust PC power usage quickly and easily. For ThinkCentre desktops, allows central creation and distribution of power agendas to efficiently use power on PCs.

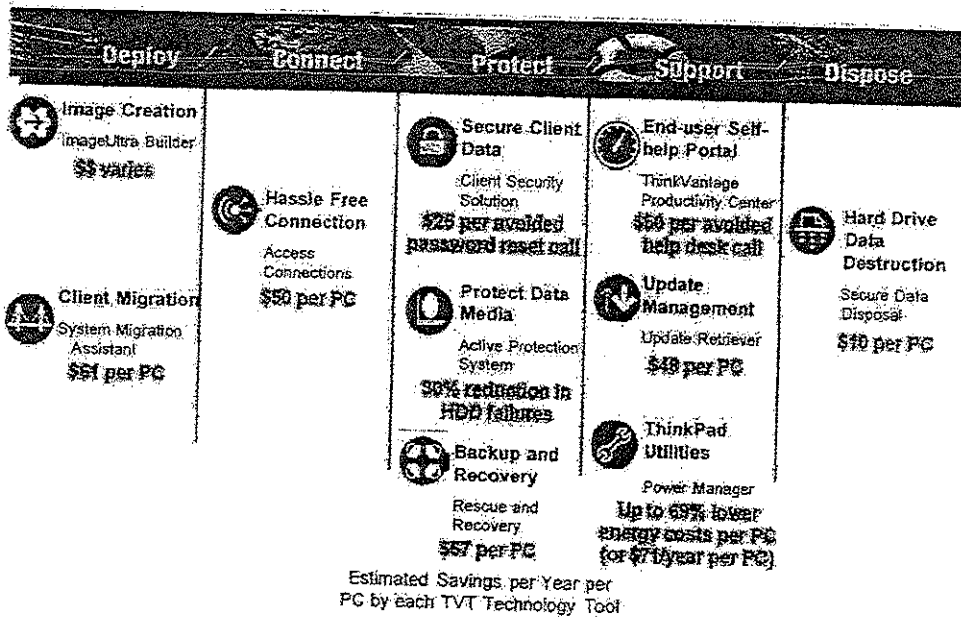
- **ImageUltra Builder (fee-based)**

A fee-based solution that simplifies the creation and distribution of corporate software images and reduces image technology maintenance to almost zero.

- **In-Place Migration (fee-based)**

The In-Place Migration tool allows remote deployment of Windows 7 including custom images in about 20 minutes. Allows easy remote assessment of Windows 7 hardware capabilities, and email notification to users leading to the conversion date. All data is migrated to the new environment

ThinkVantage Technologies Save You Money



Our ThinkVantage Technologies are one of the Lenovo PC Division's biggest differentiators and drive our "Think" strategy. This set of tools shows that Lenovo is a true technology company and not simply a "box pusher".

Lenovo's ThinkVantage Technologies reduce operating costs significantly. But don't take our word for it.

"We've repeatedly raved about the ThinkVantage suite and we're pleased to see Lenovo has improved on what we already considered one of the best in the industry." PC Magazine – "Lenovo Thinks Outside the Standard Black Box."

"Lenovo's ThinkVantage Technologies reduce support costs by as much as 50% while significantly reducing deployment time." Robert Frances Group

"ThinkVantage Technologies reduced ongoing operating costs greater than the cost of a new PC." Ziff-Davis Market Experts

"Lenovo is the only PC hardware vendor to develop a full portfolio of PC lifecycle management tools. Increasingly, customers are realizing the true costs of PC lifecycle management. Lenovo offers ThinkVantage Technologies to address these issues...it is clear the benefits and savings associated with these tools are real." Technology Business Research, Inc.

B-2 – Cost of Services Provided



BAFO Broward
Updated Cost Propos

ATTACHMENT B

Cost Proposal

B-1 Pricing Assumptions

B-2 Cost of Services

B-3 Optional Items

B-2. **Cost of Services Provided:** Please state the identified costs by Campus location. Stated Costs will be used to determine "Cost of Services Provided" points in Phase I Evaluation.

****To Establish Unit Prices****

1. **CONFIGURATION A:** Current MSRP* \$ 1,185

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
11-100 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
101-500 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
501 – Or More Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Desktop MSRP does not include the MSRP for the required 19" monitor. However, the Net price for Broward College does include both the desktop and monitor.

2. **CONFIGURATION B:** Current MSRP* \$ 1,185

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
11-100 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
101-500 Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
501 – Or More Each	<u>54</u> %	\$ <u>648</u>	<u>54</u> %	\$ <u>648</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Desktop MSRP does not include the MSRP for the required 19" monitor. However, the Net price for Broward College does include both the desktop and monitor.

3. **CONFIGURATION C:** Current MSRP* \$ \$1,635

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>54</u> %	\$ <u>880</u>	<u>54</u> %	\$ <u>880</u>
11-100 Each	<u>54</u> %	\$ <u>880</u>	<u>54</u> %	\$ <u>880</u>
101-500 Each	<u>54</u> %	\$ <u>880</u>	<u>54</u> %	\$ <u>880</u>
501 – Or More Each	<u>54</u> %	\$ <u>880</u>	<u>54</u> %	\$ <u>880</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Desktop MSRP does not include the MSRP for the required 19" monitor. However, the Net price for Broward College does include both the desktop and monitor.

4. **CONFIGURATION D:** Current MSRP* \$ \$2005

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>57</u> %	\$ <u>910</u>	<u>57</u> %	\$ <u>910</u>
11-100 Each	<u>57</u> %	\$ <u>910</u>	<u>57</u> %	\$ <u>910</u>
101-500 Each	<u>57</u> %	\$ <u>910</u>	<u>57</u> %	\$ <u>910</u>
501 – Or More Each	<u>57</u> %	\$ <u>910</u>	<u>57</u> %	\$ <u>910</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Laptop MSRP does not include the MSRP for the required 3 year accidental protection coverage. However, the net price to Broward College includes both the system and 3 year accidental protection coverage.

5. CONFIGURATION E1: Current MSRP* \$ 2,384

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>58</u> %	\$ <u>1,184</u>	<u>58</u> %	\$ <u>1,184</u>
11-100 Each	<u>58</u> %	\$ <u>1,184</u>	<u>58</u> %	\$ <u>1,184</u>
101-500 Each	<u>58</u> %	\$ <u>1,184</u>	<u>58</u> %	\$ <u>1,184</u>
501 – Or More Each	<u>58</u> %	\$ <u>1,184</u>	<u>58</u> %	\$ <u>1,184</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Laptop MSRP does not include the MSRP for the required 3 year accidental protection coverage. However, the net price to Broward College includes both the system and 3 year accidental protection coverage.

6. CONFIGURATION F1: Current MSRP* \$ 1,830

Quantity Ordered	1 st 180 Days		After 180 Days	
	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	<u>53</u> %	\$ <u>967</u>	<u>53</u> %	\$ <u>967</u>
11-100 Each	<u>53</u> %	\$ <u>967</u>	<u>53</u> %	\$ <u>967</u>
101-500 Each	<u>53</u> %	\$ <u>967</u>	<u>53</u> %	\$ <u>967</u>
501 – Or More Each	<u>53</u> %	\$ <u>967</u>	<u>53</u> %	\$ <u>967</u>
Options to base configuration	Minimum 25%		Minimum 25%	

Laptop MSRP does not include the MSRP for the required 3 year accidental protection coverage. However, the net price to Broward College includes both the system and 3 year accidental protection coverage.

7. CONFIGURATION G1: Current MSRP* \$ 2,378

	1 st 180 Days	After 180 Days
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Quantity Ordered	Percent Off List	Net Price	Percent Off List	Net Price
1-10 Each	___ 50 ___ %	\$ ___ 830 ___	___ 50 ___ %	\$ ___ 830 ___
11-100 Each	___ 50 ___ %	\$ ___ 830 ___	___ 50 ___ %	\$ ___ 830 ___
101-500 Each	___ 50 ___ %	\$ ___ 830 ___	___ 50 ___ %	\$ ___ 830 ___
501 – Or More Each	___ 50 ___ %	\$ ___ 830 ___	___ 50 ___ %	\$ ___ 830 ___
Options to base configuration	Minimum 25%		Minimum 25%	

B-3 Optional Items: Please provide description and pricing for any optional items available by product configuration type that are not identified in the "Targeted Specifications." (Additional rows may be added to each configuration.)

Configuration A, B, C		
Item No.	Description	Price
		Default option on M91p. Provided at no additional charge to Broward College.
1 - 9-pin Serial (16550 compatible)	1 - 9-pin Serial (16550 compatible)	
Web Cam compatible w/ Microsoft Lync (External or Monitor Integrated)	Logitech C210 Webcam	\$30
1 - Firewire IEEE 1394 port - (Prefer in front of case)	Firewire IEEE 1394 for Tower	\$10
1 - 16x DVD-RW Double Layer Multi-Format DVD±R/RW/CD-R/RW recorder	***Super Multi-Burner DL DVD±RW SATA 1.5Gb/s Drive***	\$25
1- Additional 500GB HDD	***500GB 7200rpm SATA 3 Hard Drive***	\$80
1- Additional 19" LCD Display Monitor Widescreen VGA/DVI	Lenovo Thinkvision L197 Widescreen monitor	\$120
1- Optional VGA/DVI display adapter	Belkin DVI-VGA (F2E4151B10) Cable - 10 Feet	\$23
1 - Keyboard & Mouse	Wireless Keyboard & Mouse	\$35
1 - USB Keyboard	Enhanced Performance USB Keyboard	\$29
1 - 3 Year Priority Support Warranty	3 Year Priority Support for Warranty Phone Calls	\$13

***Not compatible with Config A, ThinkCentre SFF

**For Each Laptop configuration, D, E and F, a combo adapter is included. This is for backup/replacement purposes only

Configuration D		
Item No.	Description	Price
1- Bluetooth Wireless module	Bluetooth with antennae (BRCM 3.0)	\$10
1 - Firewire Adapter IEEE 1394 port	IEEE 1394 FireWire 400 (4-pin connector; 1394a-2000 standard)	Default option on T520. Provided at no additional charge to Broward College.
1 - S-video out connector	Lenovo Cannot Supply	NA
1 - USB Optical mouse	Lenovo USB Optical Mouse	\$10
1 - Option for internal modem	Internal 56K V.92 Modem	Provided at no additional charge.
1 - Nylon Carrying Case with Shoulder Strap	ThinkPad Business Topload Case	\$24
1-ThinkPad Business Backpack	ThinkPad Business Backpack	\$34
*1 – Microphone/ Headphone adapter	Startech Microphone/ Headphone adapter	\$8
1 – Cable Lock	Kensington MicroSaver Security Cable	\$29
1 – Keyboard & Mouse	Wireless Keyboard & Mouse	\$35
1 – USB Keyboard	Enhanced Performance USB Keyboard	\$29
1 – USB Optical Mouse	USB Optical Wheel Mouse	\$15
1-ThinkPad MiniDock	ThinkPad MiniDock	\$125
1 – 90W Power Adapter	90 Watt Power Adapter	\$15
1 – Business Backpack	ThinkPad Business Notebook Backpack	\$34

1 – Business Topload Case	ThinkPad Business Notebook Topload Case	\$24
1 – 90W Ultraslim AC/DC Combo Adapter	90 Watt Ultraslim AC/DC Combo Adapter	\$62
1 – 6 Cell Battery	6 Cell Replacement/Backup Battery	\$69
1 – 9 Cell Battery	9 Cell Replacement/Backup Battery	\$79
1 – 15W Case Sleeve	15.6" Cushion Sleeve	\$10
1 – 3 Year Priority Support Warranty	3 Year Priority Support for Warranty Phone Calls	\$23

Configuration E		
Item No.	Description	Price
1- Bluetooth Wireless module	Bluetooth with antennae (BRCM 3.0)	\$10
1 – 9-pin Serial (16550 compatible)	Cables To Go USB to DB9 Serial Adapter	\$30
1 – Parallel (25-hole bi-directional)	Startech USB to Parallel Interface Converter Cable	\$13
1- Firewire Adapter IEEE 1394 port	Hi-Speed USB 2.0 and FireWire 6-Port Hub	\$30
1- HDMI-Out Connection	SIIG DisplayPort to HDMI Adapter	\$21
1- optional internal modem	Lenovo USB Modem	\$50
1- USB Optical mouse	Lenovo USB Optical Mouse	\$10
1- Nylon Carrying Case with Shoulder Strap	ThinkPad Business Topload Case	\$24
1 – Business Backpack	ThinkPad Business Notebook Backpack	\$34
*1 – Microphone/ Headphone adapter	Startech Microphone/ Headphone adapter	\$8
1 – Cable Lock	Kensington MicroSaver Security Cable	\$29
1 – Digitizer Pen	ThinkPad Digitizer Pen for X220T	\$14
1 – Keyboard & Mouse	Wireless Keyboard & Mouse	\$35
1 – USB Keyboard	Enhanced Performance USB Keyboard	\$29
1-ThinkPad Ultrabase	ThinkPad Ultrabase (provides internal optical)	\$125

1-DVDRW Ultrabay drive	DVDRW Ultrabay drive (for use in ultrabase)	\$65
1 – USB Optical Mouse	USB Optical Wheel Mouse	\$15
1 – Slim USB Portable DVD Burner	Slim USB Portable DVD Burner	\$31
1 – 65W Power Adapter	65 Watt Power Adapter	\$15
1 – 90W Ultraslim AC/DC Combo Adapter	90 Watt Ultraslim AC/DC Combo Adapter	\$62
1 – 6 Cell Battery	6 Cell Replacement/Backup Battery	\$69
1 – 6 Cell Slice Battery	6 Cell Slice Battery is used in addition to standard battery	\$112
1 – 12W Case Sleeve	12.5" Cushion Sleeve	\$10
1 – X220 Tablet Sleeve	Tablet functions in sleeve	\$19
1 – 3 Year Priority Support Warranty	3 Year Priority Support for Warranty Phone Calls	\$23

Configuration F		
Item No.	Description	Price
1- Bluetooth Wireless module	Bluetooth with antennae (BRCM 3.0)	\$10
1 – 9-pin Serial (16550 compatible)	Cables To Go USB to DB9 Serial Adapter	\$30
1 – Parallel (25-hole bi-directional)	Startech USB to Parallel Interface Converter Cable	\$13
1 - Firewire Adapter IEEE 1394 port	Hi-Speed USB 2.0 and FireWire 6-Port Hub	\$30
1 - HDMI-Out Connection	SIIG DisplayPort to HDMI Adapter	\$21
1 - Optional modem	Lenovo USB Modem	\$50
1 - USB Optical mouse	Lenovo USB Optical Mouse	\$10
*1 – Microphone/ Headphone adapter	Startech Microphone/ Headphone adapter	\$8
1 – Cable Lock	Kensington MicroSaver Security Cable	\$29
1 – Keyboard & Mouse	Wireless Keyboard & Mouse	\$35
1 – USB Keyboard	Enhanced Performance USB Keyboard	\$29
1 – USB Optical Mouse	USB Optical Wheel Mouse	\$15

1 - Slim USB Portable DVD Burner	Slim USB Portable DVD Burner	\$31
1-ThinkPad Ultrabase	ThinkPad Ultrabase (provides internal optical)	\$125
1-DVDRW Ultrabay drive	DVDRW Ultrabay (for use in ultrabase)	\$65
1-ThinkPad MiniDock	ThinkPad MiniDock	\$125
1 - 65W Power Adapter	65 Watt Power Adapter	\$15
1 - Business Backpack	ThinkPad Business Notebook Backpack	\$34
1 - Business Topload Case	ThinkPad Business Notebook Topload Case	\$24
1 - 90W Ultraslim AC/DC combo adapter	90 Watt Ultraslim AC/DC combo adapter	\$62
1 - 6 Cell Battery	6 Cell Replacement/Backup Battery	\$79
1 - 9 Cell Battery	9 Cell Replacement/Backup Battery	\$99
1 - 6 Cell Slice Battery	6 Cell Slice Battery is used in addition to standard battery	\$112
1 - 12W Case Sleeve	12.5" Cushion Sleeve	\$10
1 - 3 Year Priority Support Warranty	3 Year Priority Support for Warranty Phone Calls	\$23

Configuration G		
Item No.	Description	Price
1 - Adjustable Stand	Height Adjustable Stand	\$64
1- ThinkVision Extenda Arm	ThinkVision Extenda Arm	\$67
1 - Keyboard & Mouse	Wireless Keyboard & Mouse	\$35
1 - USB Keyboard	Enhanced Performance USB Keyboard	\$29
1 - Cable Lock	Kensington MicroSaver Security Cable	\$29
1 - 3 Year Priority Support Warranty	3 Year Priority Support for Warranty Phone Calls	\$13

V-A – Lenovo Limited Warranty

lenovo Limited Warranty

This Lenovo Limited Warranty consists of the following parts:

Part 1 – General Terms

Part 2 – Country-specific Terms

Part 3 – Warranty Service Information

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

Part 1 – General Terms

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

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

What this Warranty Covers

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

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

How to Obtain Warranty Service

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

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

Customer Responsibilities for Warranty Service

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

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

What Your Service Provider Will Do to Correct Problems

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

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

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

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

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

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

Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Use of Personal Contact Information

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

What this Warranty Does not Cover

This warranty does not cover the following:

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

Limitation of Liability

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

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

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

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

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

Your Other Rights

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

Part 2 – Country-specific Terms

Australia

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

The following replaces the same section in Part 1:

What this Warranty Covers:

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

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

The following replaces the same section in Part 1:

Replacement Products and Parts:

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

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

Use of Personal Contact Information:

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

The following replaces the same section in Part 1:

Limitation of Liability:

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

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

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

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

The following replaces the same section in Part 1:

Your Other Rights:

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

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

New Zealand

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

Use of Personal Information:

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

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

The following is added to Part 1:

Dispute Resolution

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

European Economic Area (EEA)

The following is added to Part 1:

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

Russia

The following is added to Part 1:

Product Service Life

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

Part 3 - Warranty Service Information

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

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

Types of Warranty Service

1. Customer Replaceable Unit ("CRU") Service

Under CRU Service, the Service Provider will ship CRUs to you at its cost for installation by you. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. CRUs that are easily installed by you are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for your product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for you. You may find a list of CRUs

and their designation in the publication that was shipped with your product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the instructions shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) you may be charged for the replacement CRU if the Service Provider does not receive the defective CRU from you within thirty (30) days of your receipt of the replacement CRU.

2. On-site Service

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

3. Courier or Depot Service

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

4. Customer Carry-In Service

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

5. Mail-In Service

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

6. Customer Two-Way Mail-In Service

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

7. Product Exchange Service

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

V-B – ThinkPad Protection



ThinkPad_Protection
_Services_Agreement

Service Contract – Lenovo ThinkPad Protection and ThinkPad Protection BASIC Services

Service Contract Terms and Conditions

Carefully read this entire document. It describes the terms under which Lenovo will provide accidental damage protection services ("Service") to You. Please reference the appropriate coverage level in the "SCOPE OF SERVICE" section to assure you are reading the coverage level that matches your service level purchase (either ThinkPad Protection or ThinkPad Protection BASIC). Lenovo will provide this Service only in the United States and only if You accept the terms of this Agreement ("Agreement"). You accept these terms by using the Service (e.g., filing a repair claim). In addition, if You take no action within 30 days of receiving this package, You are deemed to have accepted these terms. See Section IX. A. for information on cancelling this Agreement.

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

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

I. DEFINITIONS AND INTRODUCTION

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

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

This Service is not available for consumer purchase in Florida.

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

Lenovo is the "Administrator" of this Agreement.

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

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

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

II. WHAT THIS AGREEMENT COVERS

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

B. Covered Product Features: This Agreement covers Product components installed in your Lenovo notebook at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of Product purchase, and other componentry that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER:** normal wear and tear, batteries, light bulbs, memory disks, wire connections, AC adapter, carrying case or folio, stylus or digitizer pen, cradle, docking station, port replicator, external keyboard, mouse, printer, scanner, external drives, software (preloaded or purchased separately), tape, CDs, DVDs, film or other media, external modem, external speaker, monitor, external mouse or other input/output devices, any other components not internal to the peripheral Computer Device, optional features not installed by Lenovo at the time of Product purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo or any product previously repaired by an unauthorized technician or user.

C. Coverage Period:

THINKPAD PROTECTION: The coverage period shall begin on the warranty start date of the covered product and will expire at the end of the term specified in Your Invoice or at the time of a single replacement. **FOR TABLET PRODUCTS ONLY:** If We repair your Product under this Agreement, your tablet Product is not eligible for another repair of a different issue under this Agreement for twelve months. **NOTE:** When this service is purchased separate from and subsequent to system purchase there will be a 30 day waiting period prior to any claim for repair being made. Lenovo also reserves the right to inspect the system prior to processing registration when this service is purchased separate from and subsequent to system purchase.

THINKPAD PROTECTION BASIC: The coverage period shall begin on the warranty start date of the covered product and will expire at the end of the term specified in Your Invoice or at the time of a completed single repair OR a single

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replacement. NOTE: When this service is purchased separate from and subsequent to system purchase there will be a 30 day waiting period prior to any claim for repair being made. Lenovo also reserves the right to inspect the system prior to processing registration when this service is purchased separate from and subsequent to system purchase.

D. Scope of Service:

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

FOR TABLET PRODUCTS ONLY: If We repair your Product under this Agreement, your tablet Product is not eligible for another repair of a different issue under this Agreement for twelve months.

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

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

III. WHAT THIS AGREEMENT DOES NOT COVER:

A. **PARTS INTENDED TO BE REPLACED OR CONSUMED (E.G., BATTERIES,) OR COSMETIC DAMAGE OR THOSE COMPONENTS LISTED IN SECTION I. B. OF THIS DOCUMENT;**

B. **DAMAGE OR ALTERATION FROM INTENTIONAL MISUSE, MODIFICATION, AN UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY ANYONE OTHER THAN LENOVO AUTHORIZED SERVICE PROVIDERS, REMOVAL OF ORIGINAL PARTS OR ALTERATION OF A PRODUCT OR IDENTIFICATION LABELS, OR DAMAGE CAUSED BY A PRODUCT NOT COVERED UNDER THIS AGREEMENT, OR DAMAGE CAUSED BY BIOHAZARDS OR HUMAN OR ANIMAL BODILY FLUIDS;**

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

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

IV. WHAT TO DO WHEN YOUR PRODUCT REQUIRES SERVICE

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

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

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

You will be responsible for packing and shipping your system to Lenovo for repair. If the Product requires Service, and, after diagnosis over the phone, it is determined that your system must be shipped into the repair center Customer will be responsible for packing and shipping the system to the Lenovo repair center.

If Lenovo repairs Your Product, You understand and agree that Lenovo may replace original parts with parts from the original manufacturer, or a different one. Replacement parts or Product

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

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

V. YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

VI. LIMITED SERVICES WARRANTY; DISCLAIMER OF WARRANTIES

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

VII. LIMITATION OF LIABILITIES

OUR LIMIT OF LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT IS THE COST TO REPAIR OR REPLACE YOUR COVERED PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, NOT TO EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE PRODUCT AND THE AGREEMENT.

PLEASE NOTE, UNDER NO CIRCUMSTANCES ARE WE JOINTLY OR SEVERALLY LIABLE FOR ANY OF THE FOLLOWING: (1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES; (2) LOSS OF, OR DAMAGE TO, YOUR RECORDS, FILES OR DATA; OR (3) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS), EVEN IF WE ARE INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

VIII. ARBITRATION

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

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

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

This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

You and We understand and agree that because of this Arbitration Provision neither You nor We will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim.

This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.

IX. GENERAL TERMS

A. Cancellation:

1. You may cancel this Agreement within 30 days of purchase by sending a written notice to: Lenovo ThinkPad Protection Administrator Center at the address provided at the top of this Agreement.

2. We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation. If We cancel due to a requirement of a regulatory authority, Your refund will be based upon 100% of the unearned pro rata premium.

A. Transfer: You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and you have obtained Our prior written consent. Mail all such requests to the Lenovo Accidental Damage

Protection Administrator Center at the address provided at the top of this Agreement. Your written request must include a copy of this Agreement, Your Invoice(s) noting the part number and serial number of the covered Product(s) and your entitlement to Service, the effective date of transfer, and the transferee's name, address and phone number. The coverage provided under this Agreement may not be transferred to any product other than the covered Product(s). Please note that if you move your System to a geographic location in which the Service coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge to maintain the same categories of Service coverage at the new location. If you choose not to pay such additional charge, your Service may be automatically changed to categories of Service that are available at such price or a lesser price in such new location with no refund available.

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

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

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

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

X. INDIVIDUAL STATE DISCLOSURES

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

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

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

IN GEORGIA: If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are

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also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. Under "What this agreement does not cover", provision Q is deleted and replaced with the following: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN BY YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. The section concerning Arbitration is deleted in its entirety. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

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

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

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

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

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

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

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

IN NEW HAMPSHIRE: In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire

Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

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

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

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

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

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

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

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

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

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

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

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

XI. AGREEMENT ADMINISTRATION

This Agreement is administered by:

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

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

V-C – Lenovo Self-Maintainer Guide and Agreement



LenovoWSMguide20
11.pdf



Broward College
WSM agreement.doc

lenovo Customer Agreement Amendment No. _ Warranty Service Self-Maintainer Attachment (Level-2 Program)

This Amendment No. _ Warranty Service Self-Maintainer Attachment ("Amendment") modifies the Lenovo Customer Agreement or an equivalent agreement ("Agreement") in effect between Lenovo (United States), Inc. ("Lenovo") and Broward College ("Customer"). If there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment prevail. This Amendment authorizes Customer to perform Warranty Service on selected Lenovo Machines that Customer has acquired from Lenovo or a Lenovo reseller.

1. Definitions

Customer Replaceable Unit ("CRU") means a Service Part that is designed to be replaced by Customer.

Date of Installation means the date on Customer's sales receipt or invoice unless Lenovo or a Lenovo reseller informs Customer otherwise.

Field Replaceable Unit ("FRU") means a Service Part that is designed to be replaced by a Lenovo-approved service provider.

Machine means a Lenovo hardware product and its options and accessories.

Warranty Period for a Machine means the specified, fixed period of time commencing on the date of purchase.

Warranty Service means repair and exchange service for a defective machine.

Service Part means a part or subassembly of a Machine that has seven-character identification number assigned by Lenovo. A Service Part may also be referred to as an FRU or a CRU.

Term means a two-year period beginning on the date the Agreement of which this Amendment is a part is signed by Lenovo, or a two year period beginning on the anniversary of that date.

2. Renewal

Customer may continue to be a warranty self-maintainer for another Term for an additional fee. In order to continue for another Term, not later than thirty (30) days before to the last day of the current Term, Customer must provide Lenovo with either: (a) Customer's order to renew, e.g. order form, order letter, purchase order; or (b) Customer's timely payment of Lenovo's invoice for another Term.

3. Fees and Payment

Customer shall pay a fee for each repair location in an amount specified in the supplement to this Amendment ("Master Record"); Customer shall pay such fee(s) within thirty (30) days after receipt of Lenovo's invoice. Lenovo may increase fees upon thirty (30) days written notice. Any fee increase shall not apply to Customer if Lenovo receives Customer's order prior to the announcement date of the fee increase.

4. Changes to the Amendment Terms

Lenovo may change the terms of this Amendment upon thirty (30) days written notice. Unless Lenovo receives a notice of termination from Customer in accordance with Section 9 below, Amendment Termination, within ten (10) days of Customer's receipt of Lenovo's notice, in thirty (30) days from the date of Lenovo's notice, the Amendment shall be deemed changed as set forth in Lenovo's notice.

5. Customer Responsibilities

Customer shall:

5.1 identify to Lenovo Customer's employee service technicians and Customer's repair locations in the Master Record;

5.2 ensure that all Warranty Service work is performed by Customer's employee service technicians that are: a) A+ Certified
(A+ Certification is a computer industry standard testing program sponsored by CompTIA, the Computer Technology

lenovo Customer Agreement Amendment No.

Warranty Service Self-Maintainer Attachment (Level-2 Program)

Industry Association); and b) have completed the Lenovo Warranty Basics training courses and the applicable product-specific training course(s); Warranty Service work cannot be assigned to a third party.

5.3 ensure Warranty Service is performed only with Service Parts as specified by Lenovo on the Lenovo support website, or parts information within the Lenovo Warranty Processing System website;

5.4 maintain the capability to provide Warranty Service by: a) maintaining access to the electronic technical information service library in accordance with Lenovo's instructions; and b) use only Lenovo-identified Service Parts in the performance of Warranty Service;

5.5 validate all warranty claims to ensure Warranty Service is performed only: a) on Machines in accordance with Lenovo's guidelines; b) within the scope and terms of this Amendment; and c) within the applicable Warranty Period;

5.6 remove all confidential and / or personally identifiable information from any Machine, hard disk drive or solid state drive before returning it to Lenovo, its agents or service providers; and

5.7 submit all warranty claims within fifteen (15) days of the Machine failure using Lenovo Warranty Processing System portal provided by Lenovo. All claims must be supported in accordance with the following:

(a) Required Entry Fields:

- (i) Reseller (Self-Maintainer) Information
- (ii) Administrator Information
- (iii) Trained Technician Information
- (iv) Machine Type, Model and Serial Number
- (v) Service Date, Service Location, Service Type, Service Performed
- (vi) Part Number
- (vii) Failure Code and Complete Failure Description
- (viii) Customer (Company User) Information

(b) Required Verification

Customer shall verify the Machine type/serial number is within its Warranty Period using the Lenovo Warranty Processing System portal or submit a copy of the original Proof of Purchase (POP) from Lenovo or a Lenovo reseller showing:

- (i) Machine purchase date or Date of Installation; and
- (ii) Machine type/serial number and description.

6. Recordkeeping and Review

Customer shall maintain access to warranty claim information for a period of three (3) years from the date of the warranty claim submission. Lenovo may review and retain copies of Customer's records related to this Amendment and all warranty claim information but not more frequently than four (4) times per year. Any review will be conducted at a mutually agreeable site, during normal business hours and in a manner intended to minimize disruption to Customer's business. Lenovo may use an independent auditor to conduct such reviews. Customer shall refund to Lenovo any amounts paid by Lenovo for invalid warranty claims.

7. Lenovo Responsibilities

Lenovo shall:

7.1 provide technical support;

7.2 process Customer's valid warranty claims on Lenovo Machines;

lenovo Customer Agreement Amendment No.

Warranty Service Self-Maintainer Attachment (Level-2 Program)

- 7.3 reimburse Customer for labor at our established reimbursement rates on a per incident basis for valid warranty claims on Lenovo Machines, where applicable;
- 7.4 provide replacement Service Parts for your valid warranty claims. Replacement Service Parts provided by Lenovo may not be new, but shall be in good working order and at least functionally equivalent to the replaced Service Part. Replace Service Parts shall be warranted for the balance of the Warranty Period remaining on the Lenovo Machine;
- 7.5 pay transportation charges for replacement Service Parts Lenovo ships to Customer and for replaced, defective Service Parts Customer ships back to Lenovo. Lenovo will charge Customer for replaced, defective Service Parts, if not returned within thirty (30) days as Lenovo specifies; and
- 7.6 make available to Customer: a) Lenovo service training for Customer's service technicians; and b) electronic copies of Lenovo service materials and service information.

8. Service Parts Support

Customer may purchase Service Parts from Lenovo for Lenovo Machines. These parts may only be used for servicing Lenovo Machines that Customer owns and are located within Customer's enterprise. Customer may not sell Service Parts to a third party. Lenovo Service Parts purchased for post warranty repairs are warranted for three months from the date of purchase from Lenovo or from a Lenovo reseller. In the event of a warranty claim Customer should complete a warranty claim form, using type service code 03 to identify the failure; and attach a copy of the Lenovo invoice or Service Part purchase shipping document as proof of purchase.

9. Amendment Termination

Either party may terminate its obligations under this Amendment on thirty (30) days written notice to the other subject to fulfillment of such obligations as arose prior to the end of the notice period.

This Agreement shall be void if not signed by both parties within three (3) months of the Preparation Date below.

By the signature of its authorized representative below, each party hereby agrees to the terms of this Amendment No. effective as of the date of the signature of Lenovo's authorized representative.

Agreed to: Broward College

(Customer Company name)

By: 

Authorized Signature

Name:

(type or print)

Date:

Customer address:

111 East Las Olas Blvd
Fort Lauderdale, FL 33301

Agreed to: Lenovo (United States), Inc.

(Lenovo Company name)

By: 

Authorized Signature

Name: Lora Eckler, Lenovo Account Executive
(type or print)

Date: 4/27/12

Lenovo address: 1009 Think Place
Bldg 2 - 1J13
Morrisville, NC 27560

Preparation Date: March 28, 2012

APPROVED AS TO FORM
AND LEGALITY:


GREGORY A. HAILE

After signing, please return a copy of this Amendment to the Lenovo address shown above.

V-D – Lenovo Affinity Program

Lenovo's **Corporate Employee Purchase Program (CEPP)** offers a turnkey solution for the employees of our customers to purchase Lenovo computing products and accessories directly from Lenovo at significantly discounted prices. As requested, this program will be available to anyone with a broward.edu email extension.

The discounted offers encompass Lenovo's entire product line, including the exceptionally engineered and award-winning ThinkPad notebook. As a valued CEPP participant you are entitled to receive **savings of up to 34% from the regular public price**. Moreover, your employees will frequently receive special eCoupon offers providing even greater discounts to those listed above!

Free standard shipping is also provided for all online purchases.

Lenovo provides a customized CEPP Web site with a vanity URL, complete with superior configure-to-order capability, intuitive web navigation, alternative financing options featuring "Bill Me Later", faster delivery times (on average), and a customer specific 800 number available for employees who wish to speak directly to a dedicated sales representative for assistance when placing their order.

What Lenovo provides:

- Direct access to Lenovo's specially-trained sales consultants available via a dedicated 800 number to help with everything from needs assessment to placing and tracking orders.
- Customized marketing materials highlighting the program and field participation in vendor shows.
- Monthly promotional e-flyers detailing special offers from Lenovo.
- Lenovo CEPP icon to place on their intranet site to link directly to the CEPP site.

Benefits to your Company:

- Employee retention
- Enhanced benefits package at no cost to them
- Increased employee productivity as a result of improved computer skills
- Increased employee morale
- Opportunity to work directly with Lenovo providing the tools and support needed to implement the program
- Dedicated Lenovo Sales Consultants
- Unique URL and key code for easy ordering
- Lenovo Affinity Program icon for use on their intranet site
- Program announcement materials
- Web-based customer registration
- Promotional e-mail text that they can distribute to their employees

Benefits to your employees:

- Access to entire product line, including award-winning ThinkPad notebooks at discounted prices
- Opportunity to enhance their computing skills
- Direct support from Lenovo
- Specially trained sales representatives available for needs assessment and product recommendation
- Simple ordering process via phone or Web
- Products shipped directly to their home or business

V-E – Lenovo Direct Fee Program Agreement



Direct Fee Program
Agreement.doc

lenovo Direct Fee Program Agreement

Under this Direct Fee Program Agreement (called "Agreement"), Lenovo agrees to collect and pay a fee to you in accordance with the terms of this Agreement. The fee is only available for Eligible Transactions. You agree to provide the unique URL and assigned telephone order number as well as any details of this offering only to the Eligible Purchasers.

1. Definitions

Eligible Purchaser means Students, Employees and Alumni of Broward College

Eligible Transaction means orders for the acquisition of Products which Lenovo has shipped and invoiced to the Eligible Purchaser and the Eligible Purchaser has made payment to Lenovo. This offering is limited to a total quantity of 5 ThinkPad or ThinkCentre products per Eligible Purchaser.

2. Our Responsibilities

Each of us agrees that:

1. each of us is an independent contractor and this Agreement is non-exclusive. Neither of us is a legal representative or legal agent of the other. Neither of us is legally a partner of the other (for example, neither of us is responsible for debts incurred by the other), and neither of us is an employee or franchisee of the other, nor does this Agreement create a joint venture between us;
2. each of us is responsible for our own expenses regarding fulfillment of our responsibilities and obligations under the terms of this Agreement;
3. neither of us will disclose the terms of this Agreement, unless both of us agree in writing to do so, or unless required by law. In addition, neither of us will issue any press release or make other such public statements relating to this Agreement without the prior written consent of the other;
4. neither of us will assume or create any obligations on behalf of the other or make any representations or warranties about the other, other than those authorized;
5. each of us will allow the other a reasonable opportunity to comply before it claims the other has not met its obligations;
6. neither of us will bring a legal action against the other more than two years after the cause of action arose, unless otherwise provided by local law without the possibility of contractual waiver;
7. failure by either of us to insist on strict performance or to exercise a right when entitled does not prevent either of us from doing so at a later time, either in relation to that default or any subsequent one;
8. neither of us is responsible for failure to fulfill obligations due to causes beyond the reasonable control of either of us;
9. all information exchanged between us is non confidential, unless disclosed under the Lenovo Agreement for Exchange of Confidential Information; and
10. each of us will comply with all applicable laws and regulations (such as those governing consumer transactions).

You also agree:

1. and warrant that your participation in this Direct Fee Program offering, including without limitation our payment of "direct fees" to you, complies with all applicable laws, statutes, regulations, rules, policies and ordinances to which you are subject;
2. to defend and indemnify Lenovo and Lenovo subsidiaries from and against any and all claims, liabilities, damages and judgments, including attorneys fees, arising from any breach or alleged breach of the foregoing warranty; and
3. that you will not assign or otherwise transfer this Agreement, your rights under it, or any of its approvals, or delegate any duties hereunder, without Lenovo's prior written approval. Any attempt to do so is void.

3. Fee

Lenovo will collect a fee of 2% for all Eligible Transactions and will mail the collected amount to you no later than 45 days after each calendar quarterly reporting period. The fee shall not apply to Eligible Transactions for which payment to Lenovo was deemed to be delinquent (greater than 30 days from date of invoice). The fee may be provided to you in a check, if you request it in advance (at an address that you provide), within three weeks after Lenovo has credited your account.

In addition to any other rights under law or this Agreement, Lenovo may recover fees paid to you for an amount equal to its loss or damage suffered as a result of your breach of the terms of the Agreement.

4. Liability

Circumstances may arise where, because of a default or other liability, one of us is entitled to recover damages from the other. In each such instance, regardless of the basis on which damages can be claimed, the following terms apply as your exclusive remedy and Lenovo's exclusive liability.

Our Liability

Lenovo is responsible only for the amount of any actual loss or damage, up to unpaid amounts that are due and payable hereunder.

Items for Which Lenovo is Not Liable

Under no circumstances (except as required by law) is Lenovo liable for any of the following:

1. third-party claims against you for losses or damages; or
2. special, incidental, or indirect damages, or for any economic consequential damages (including lost profits or savings) even if Lenovo is informed of their possibility.

Your Liability

In addition to damages for which you are liable under law and the terms of this Agreement, you will indemnify Lenovo for claims made against it by others (particularly regarding statements, representations, or warranties not authorized by Lenovo) arising out of your conduct under this Agreement or as a result of your relations with anyone else.

5. Changes to the Agreement Terms

For a change to this Agreement to be valid, both of us must agree to it in writing. Additional or different terms in an order or other communication from you are void.

6. Term of the Agreement

This Agreement shall be effective as of the date on which the last party affixes its signature and shall continue for a term of one (1) year, unless sooner terminated. Upon the one-year anniversary of this Agreement and each annual anniversary thereafter, this Agreement shall automatically renew for an additional one-year term unless terminated as provided here in.

Either party may terminate this Agreement with or without cause, on one month's written notice.

You agree to remove the hypertext link to Lenovo's web site and cease all use of any trademarks and related marketing materials immediately upon expiration or termination of this Agreement.

Any terms of this Agreement, which by their nature extend beyond the date this Agreement ends, remain in effect until fulfilled and apply to respective successors and assignees.

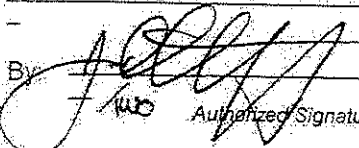
7. Geographic Scope and Governing Law

All the rights and obligations of both of us are valid only in the United States and Puerto Rico.

The laws of the State of New York govern this Agreement.

You accept the terms in this Agreement by 1) signing it, 2) ordering a Product or Service from Lenovo, or 3) making any payment for a Product or Service to Lenovo.

Agreed to: (Enterprise name)

By  _____
Authorized Signature

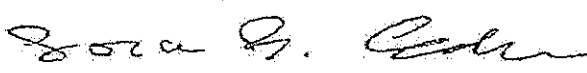
Name (type or print):

Date:

Customer Company address:

Agreed to:

Lenovo (United States) Inc.

By  _____
Authorized Signature

Name (type or print): Lora Eckler

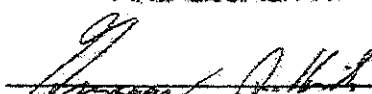
Date: 4/27/12

Reference Agreement Number:

Supplement Version Number:

Lenovo Company address:

APPROVED AS TO FORM
AND LEGALITY:


GREGORY A. HAILE

V-F – Lenovo Confidentiality Agreement

lenovo Confidentiality Agreement (Disclosing)

This Confidentiality Agreement ("Agreement") is entered into by and between Lenovo (United States) Inc., a Delaware corporation, having an office at 1009 Think Place, Morrisville, NC 27560 ("Lenovo"), and [Click here to type name of other party], a [Click here to type place of incorporation of other party] corporation, having an office at [Click here to type address of other party] ("Recipient"). Lenovo and Recipient may be referred to individually as "Party" and collectively as "Parties" in this Agreement.

Lenovo and Recipient are interested in entering into discussions regarding a potential business relationship. In the course of such discussions, Lenovo may make available to Recipient certain technical or business information that is confidential. Lenovo seeks to maintain the confidentiality of such information as it may make available to the Recipient.

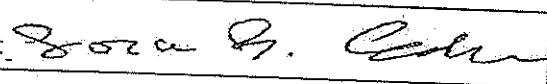
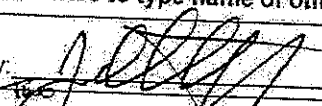
In consideration of the foregoing and the obligations set forth below, the Parties hereby agree as follows:

1. **Definition of Confidential Information.** The term "Confidential Information" means all information not generally known or used by others and which gives, or may give, Lenovo an advantage over its competitors. Confidential Information shall include, past, present or future customers or employees; business practices and concepts; costs, prices and pricing methods; marketing and customer information; financial results, budgets, forecasts and projections; technical data, schematics, analyses, designs, specifications, drawings, ideas, methods, trade secrets, processes, know-how, computer programs, prototypes, research and development activities; and information on production, manufacturing and distribution.
2. **Exclusions from Confidential Information.** Any information disclosed hereunder shall not be deemed to be Confidential Information and Recipient shall have no obligation with respect to any such information which: (a) can be demonstrated to have been known to Recipient prior to receipt from Lenovo; (b) is, or becomes, generally available to the public through no wrongful act of or breach of this Agreement by Recipient; (c) is received by Recipient from a third party without similar restrictions and without breach of this Agreement; or (d) is independently developed by Recipient without the use of the Confidential Information disclosed hereunder. Recipient shall bear the burden of proof in any dispute regarding the applicability of any exclusion.
3. **Nondisclosure of Confidential Information.** Recipient shall: (a) hold Confidential Information in confidence; (b) use and permit use of Confidential Information solely for the purposes of this Agreement; (c) not disclose, publish, or disseminate Confidential Information to any third party, except as provided in (e) below; (d) use not less than the same degree of care to prevent disclosure of Confidential Information as it employs with respect to its own confidential information of like importance, but in no case, less than reasonable; and (e) disclose Confidential Information only to its employees, and contractors under the direct supervision of its employees, with a need to know and who have agreed to protect and preserve the confidentiality of such disclosure on terms no less restrictive than those herein.
4. **Return of Confidential Information.** Upon the termination or expiration of this Agreement, or at any time upon the request of Lenovo, Recipient shall promptly return all Confidential Information to the Lenovo and destroy all notes, summaries, work papers, electronically stored documents, analyses or other documents prepared from the Confidential Information. Such destruction shall be certified in writing by an officer of Recipient.

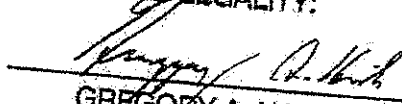
5. **Compelled Disclosure.** If Recipient becomes aware that it may be compelled by law, regulation or legal process to disclose Confidential Information, Recipient shall promptly notify Lenovo in order that Lenovo may take action to prevent or limit such disclosure.
6. **Equitable Relief.** Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury to Lenovo, the extent of which may be difficult to ascertain and for which money damages may not be an adequate remedy. Accordingly, Lenovo shall be entitled to immediate injunctive relief to enforce the obligations of Recipient under this Agreement, in addition to any other rights and remedies it may have at law.
7. **No License to Confidential Information.** All Confidential Information, including, but not limited to, patents or other intellectual property rights, shall remain the property of Lenovo. No license or other rights to Confidential Information including, without any limitation whatsoever, any invention, discovery, or improvement made, conceived, or acquired, prior to or after the date of this Agreement, is granted or implied by this Agreement. Recipient shall not include Confidential Information in any copyright registrations, patent applications, or similar registrations of ownership.
8. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS, STATUTORY OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
9. **Export Regulations.** Confidential Information may be subject to export control laws and regulations of the United States. Recipient shall not export from the United States, or re-export from the country of delivery, any export controlled Confidential Information received from Lenovo unless it complies with any applicable United States export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774.
10. **Governing Law, Venue, Waiver of Jury Trial, and Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its rules regarding conflict of laws. The Parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in a state or federal court located in Broward County, Florida. Each Party hereby waives any objection to such venue or that any suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party hereby waives its right to a jury trial in any action arising under or related to this Agreement. The non-prevailing Party in any such action shall pay the reasonable attorneys' fees of the prevailing Party and the court costs associated with any such proceeding.
11. **Assignment and Change of Control.** Recipient may not assign this Agreement without the prior written consent of Lenovo. In the event that Recipient comes under the control of a third party or enters into an agreement relating to a change in control with a third party, Recipient shall immediately notify Lenovo and, if directed by Lenovo, either return or destroy all Confidential Information received. The term "control" shall mean the power to influence, directly or indirectly, the management of a Party through ownership, voting shares, contract or otherwise.
12. **Independent Contractors.** At all times relevant to this Agreement, the Parties shall be independent contractors and this Agreement shall not create any employment, agency, partnership, joint venture, or other form of business relationship between the Parties. This Agreement is not a commitment by either Party to enter into a transaction or business relationship, nor is it an inducement for either Party to spend funds or expend resources. Nothing in this Agreement shall be construed to obligate either Party to provide Confidential Information to the other Party.

- 13. Severability.** If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such provision will be more narrowly and equitably construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect.
- 14. No Waiver.** Neither Party shall be deemed, by any act or omission, to have waived any of its right or remedies in this Agreement unless such waiver is in writing and signed by the waiving Party. A waiver of a right or remedy on one occasion shall not be construed as a waiver of a right or remedy on any other occasion.
- 15. Counterparts and Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic signature.
- 16. Effective Date, Term, Termination and Period of Confidentiality.** This Agreement shall be effective on the date of the last signature below. The term of this Agreement shall commence on the effective date and shall continue until terminated by either Party on ten (10) days notice to the other Party. The confidentiality obligations of Recipient shall remain in effect notwithstanding the termination of this Agreement.
- 17. Entire Agreement and Amendments.** This Agreement constitutes the entire understanding between the Parties relative to the Confidential Information identified herein. It supersedes and replaces all prior and contemporaneous agreements, written or otherwise, between the Parties, relative to the subject matter hereof. This Agreement may not be modified or amended except by a writing signed by both Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by their duly authorized representative.

Lenovo (United States) Inc.	[Click here to type name of other party]
By: 	By: 
Printed Name and Title	Printed Name and Title
Lora Eckler, Lenovo Account Executive	J. DAVID ARMSTRONG, SR. PRESIDENT
Date 4/27/12	Date 8/6/12

APPROVED AS TO FORM
AND LEGALITY:


GREGORY A. HAILE

V-G – Lenovo Presentation



Why Lenovo
1H12.pptx

V-H - Lenovo Web Ordering Screen Shots

N/A

V-I – Additional monitors and accessories



Additional ThinkVision
Monitors and accesor

Additional ThinkVision Monitors		
Item Number	Description	Price
2580AB1	18.5 Wide Flat Panel Monitor	\$98
4434HE1 (Campus Standard)	L197 19" Widescreen monitor	\$120
2572MB6	LT1952p 19" Wide Performance Flat Panel Monitor	\$173
4449HB1	L2021 20" Wide Flat Panel Monitor	\$136
2572HB6	L2250p 22" Wide Flat Panel Monitor	\$170
4420MB2	LT2452p 24" Wide Flat Panel Monitor	\$315
1452DS6	LT1421 14" Wide Mobile Monitor	\$122

ThinkVision Monitor Accessories		
Item Number	Description	Price
73P2464	Belkin VGA to DVI adapter	\$10
45K1263	ThinkVision Sound Bar	\$22
57Y4352	ThinkVision Extenda Arm	\$67
55Y9258	Lenovo Easy Reach Monitor Stand	\$59

*1 Display Port to DVI dongle included in base system configuration

*If monitor is replacing the standard 19" as the primary system monitor additional dongle not required

*If monitor being selected as a 2nd monitor, 73p2464 VGA to DVI adapter, will need to be purchased

V-J – Intel vPro letter



Intel Vpro Letter.pdf



March 27, 2012

Dear Valued Intel Customer:

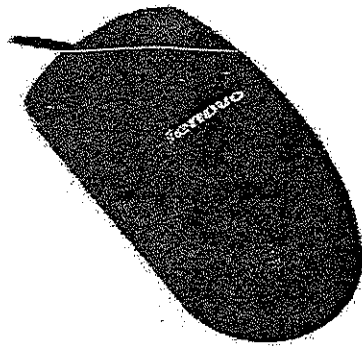
Lenovo's partnership and collaboration with other industry leaders enables Broward College to leverage those relationships to explore various technologies and platforms as they are released to market. In the spirit of providing Broward College with the best in technology available from Lenovo and Intel, we would like to offer an engagement with Intel's systems engineers to assist the college in exploring Intel's vPro management solution. Intel and Lenovo will provide the college a proof of concept environment to show the best practices of managing the personal system devices within the college's environment utilizing the advanced technologies found within the latest Intel iAMT enabled chipsets.

Best Regards,

Kevin Schmid
Florida Public Sector Manager

V-K – ThinkCentre Standard Mouse

lenovo



Enhanced Optical USB Mouse, 1000 dpi, black, Lenovo logo

Acceptance and authorization

[Use the following format to create a signature page that confirms agreement of the products and services to be delivered, when, how, and for what price. Be sure to include any legal language as required by your company's legal representative. Get signatures of the client administrator, the Statement of Work author, and any other parties who are responsible for the SOW.]

The terms and conditions of the **ITN-2012-069-MH PCs, Laptops and Technical Support** apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

FOR COLLEGE:

J. David Armstrong

Full name

President

Title

[Signature]

Signature

[Date]

Date

FOR CONTRACTOR:

Lenovo (United States) Inc.

Full name

Lora Eckler, Lenovo Account Executive

Title

[Signature]

Signature

4/27/12

Date

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
GREGORY A. HAILE

V-L – Requested Alternate Configurations and Cost for E, F, and G



BAFO Broward
Updated Cost Propos



BAFO Broward
Updated Cost Propos



\$WWDFKPHQW 90 Lenovo No Cost Value Adds to Broward College for ITN-2012-069-MH

1.5% backend rebate on all Broward College contract purchases

2% backend rebate on all Broward College Employee/alumni/student sales from Lenovo Affinity Website

1% hot spares or Lenovo donated systems based on Broward College contract sales – for every 100 units of a specific model that BC purchases, Lenovo will provide qty 1 of that same configuration to BC at no charge

Spare parts locker for rapid warranty repair for each of the 3 Broward College Campuses - 10K value

Entrance into Lenovo's self maintainer program for an unlimited number of Broward College technicians at no cost to the College

Intel committed onsite engagement to aid with VPro activation

Onsite training session(S) with Lenovo Systems Engineer to ensure Broward College is fully up to speed on Lenovo technology

Onsite contract kick off / product showcase to introduce the extended Broward College community to Lenovo

Sora G. Cohen

FROM: 1009 ThinkPlace
Morrisville, NC 27560

www.lenovo.com

ITN-2012-069-MH PCs laptops and Technical Support

Attachment A, Section A-2- Product Configurations

IMPORTANT...PLEASE READ INSTRUCTIONS BELOW FIRST BEFORE COMPLETING THIS SECTION.

Instructions to Proposer:

Each spreadsheet tab references the College's Product Configurations A through G. Please provide your responses to each specification in the column labeled "Vendors Proposed Solution" for each Product Configuration. Please **DO NOT** make any changes to information contained in any other columns.

INSTRUCTIONS

6/5/2012 12:04 PM

Configuration E		
Tablet PC		
Description	Targeted Specifications	Vendor Proposed Solution
Model	TBD by Vendor	ThinkPad X220T / w ultrabase dock and internal DVDRW
Case	Dimensions, 14" Wide X 11" Deep x 2" High Maximum	12" Wide x 9" Deep x 1.23" High
Chipset	Mobile Intel® QM67 Express chipset or equivalent functioning and performing competitive chipset	Mobile Intel QM67 Express Chipset
Included OS	Microsoft Windows 7 Home Premium 32 bit	Windows 7 Home Premium 32 Bit
Future OS Compatibility	Microsoft Windows 8	Yes
CPU	Intel® Core™ i5-2410M (2.30 GHz, 3 MB L3 cache) or equivalent functioning and performing competitive CPU	Intel® Core™ i5-2520M Processor (2.5GHz, 3MB L3, 1333MHz FSB) /Vpro Capable
Memory	4 GB 1333 MHz DDR3 SDRAM	4gb PC3-10600 1333MHz DDR3, non-parity, dual-channel capable, two 204-pin SO-DIMM sockets (1 dimm, 1 open slot)
Hard Drive	320 GB 7200 rpm SATA II	320gb 7200rpm Hard Disk Drive / SATA 3.0Gbs, 2.5" wide, 7mm high, Active Protection System
Optical Drive (External)	24x/16x/24x CD-RW/DVD Combo Drive	Ultrabase Dock w/ Internal DVDRW
Floppy Drive (External)	None	NA
Audio	Integrated Sound Blaster Compatible Audio	High Definition (HD) Audio, Conexant 20572 codec
Audio Ports	1 - 1/8" (3.5mm) Mini Plug Headphone/Speaker Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
	1 - 1/8" (3.5mm) Mini Plug Microphone Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)
Speakers	Internal Stereo Speakers	Yes
Available External Ports	1 - External Monitor Port- D6-HD15 connector	Yes
	2 - USB 2.0 Ports	Three USB 2.0 (One Powered)
I/O Ports	pci express bus slot	Yes
Video Card	Intel HD Graphics 2959	Intel HD Graphics 3000
Camera	Web Cam 720p or greater	HD720p resolution webcam, wider view angle, low light sensitive, fixed focus
Display	12.1" diagonal LED-backlit WXGA UWVA - Pen and Touch (1280 x 800)	12.5" (317.5mm) HD (1366x768) TFT color, anti-glare, LED backlight, 300 nits, 16:9 aspect ratio, 500:1 contrast ratio, IPS, MultiTouch screen supports pen & fi ve-f inger gesture: WideView (170° viewing), anti-refl ective and anti-glare protective coatings, write on screen with standard digitizer pen, pen holder in side base (right), rotate and swivel hinge.
Network Adapter	Integrated 10/100/1000 Twisted Pair Ethernet w/RJ45 Connector	Intel 82579LM Gigabit Network Connection (Lewisville), PHY, PCIe x1
Wireless Networking	Internal 802.11 a/b/g/n Wireless Network Adapter	Intel Centrino® Advanced-N 6205, 2x2
Modem	optional internal - does not have to be in base config	Optional External USB Modem (not included in price)
Keyboard	67 Key Layout with Full-Size Key Caps	7 row, 89-key, ThinkVantage button, spill-resistant, multimedia Fn keys
Mouse	Trackpad with two-button clicker	UltraNav™, buttonless touchpad below keyboard, multi-touch, TrackPoint® pointing device, "Press-to-Select," Internet Scroll Bar13, magnifying glass
Digitized Pens	Unit must come with two digitized pens	Yes
Battery Technology	Battery must use lithium-ion technology	6-cell up to 8.8 hr;
Battery Life	Unit must operate with moderate use for a minimum of 6 hours (all configured components functional, no external devices)	6-cell up to 8.8 hr;
Power Adapter	Power transformer must not plug directly into the 110 outlet.	Yes
	(No Wall Warts)	
Weight	Unit must weigh no more than 7 lbs with battery in configuration installed (all configured components functional)	Yes, with 6 cell battery unit weighs 3.97 lbs
Security	Unit must accommodate a cable security lock	security keyhole
Warranty	Three Year Warranty	3-years/1-yr battery - depot repair service
Accidental Damage Protection	Replacement coverage during warranty period	included in base price
Options to Base Configuration:	1- Bluetooth Wireless module	Optional as requested
	1 - 9-pin Serial (16550 compatible)	Optional as requested
	1 - Parallel (25-hole bi-directional)	Optional as requested
	1 - Firewire Adapter IEEE 1394 port	Optional as requested
	1 - HDMI-Out Connection	Optional as requested
	1 - optional internal modem	Optional, USB Modem
	1 - USB Optical mouse	Optional as requested
	1 - Nylon Carrying Case with Shoulder Strap	Optional as requested
	(must be large enough to accommodate unit and accessories)	Yes
Date Released		3/22/2011
Projected End of Life Date		7/1/2012

Small/Mini Laptop		Configuration F	
Description	Targeted Specifications	Vendor Proposed Solution	
Model	TBD by Vendor	ThinkPad X220 w/ ultrabase dock and internal DVD/RW	
Chipset	Dimensions, 12.02x8.23x1.40 Maximum (WxDxH)	12" Wide x 8.13" Deep x 1.36" High	
Included OS	Mobile Intel® QM67 Express chipset or equivalent functioning and performing competitive chipset with VPRO if available	Mobile Intel QM67 Express Chipset	
Future OS Compatibility	Microsoft Windows 7 Home Premium 32 bit	Windows 7 Home Premium 32 Bit	
CPU	Microsoft Windows 8	Yes	
Memory	Intel® Core™ i5-2410M (2.30 GHz, 3 MB L3 cache) or equivalent functioning and performing competitive CPU	i5-2520M Processor (2.5GHz, 3MB Cache) Vpro Capable	
Hard Drive	4 GB 1333 MHz DDR3 SDRAM	4gb PC3-10600 1333MHz DDR3, non-parity, dual-channel capable, (1 dimm, 1 open slot)	
Optical Drive (External)	320 GB 7200 rpm SATA II	320gb 7200rpm Hard Disk Drive / SATA 3.0Gb/s, 2.5" wide, 7mm high, Active Protection System™	
Floppy Drive (External)	DVD+/-RW SuperMulti-DL; DVD-ROM	Ultrabase Dock w/ internal DVD/RW	
Audio	None		
Audio Ports	SRS Premium Sound; Integrated stereo speakers	High Definition (HD) Audio, Conexant 20672 codec	
Speakers	1 - 1/8" (3.5mm) Mini Plug Headphone/Speaker Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)	
Available External Ports	1 - 1/8" (3.5mm) Mini Plug Microphone Jack	Combo Jack - Headphone/Microphone/Speaker (combo jack included in price)	
Internal Stereo Speakers	Internal Stereo Speakers	Yes	
External Monitor Port	1 - External Monitor Port, DB-HDMI connector	Yes	
USB Ports	2 - USB 2.0 Ports	3 USB 2.0 (One Powered)	
Video Card	Intel HD Graphics 3000	Intel HD Graphics 3000	
Camera	Web Cam 720p or greater	HD720p resolution webcam, wide view angle, low light sensitive, fixed focus	
Display	12.1" diagonal LED-backlit WXGA UWVA - Pen and Touch (1280 x 800)	12.5" LED Backlit (1366 x 768)	
Network Adapter	Integrated 10/100/1000 Twisted Pair Ethernet w/RJ45 Connector	Intel 82579LM Gigabit Network Connection (Lewisville), PHY, PCIe x1	
Wireless Networking	Internal 802.11 a/b/g/n Wireless Network Adapter	Intel Centrino® Advanced-N 6205 2X2	
Modem	Internal 56K V.90 Modem	USB Modem (included in total cost of config F of pricing worksheet)	
Keyboard	87 Key Layout with Full-Size Key Caps	7 Row, 89 Key	
Mouse	Trackpad with two-button clicker	UltraNav™, buttonless touchpad below keyboard, multi-touch, TrackPoint® pointing device, "Press-to-Select," Internet Scroll Bar 13, magnifying glass	
Battery Technology	Battery must use lithium ion technology	6-cell; up to 9.2 hr.	
Battery Life	Unit must operate with moderate use for a minimum of 6 hours (all configured components functional, no external devices)	6-cell; up to 9.2 hr.	
Power Adapter	Power transformer must not plug directly into the 110 outlet. (No Wall Warts)	Yes	
Weight	Unit must weigh no more than 4 lbs with battery in configuration installed (all configured components functional)	Yes, with 6 cell battery unit weighs 3.31 lbs	
Security	Unit must accommodate a cable security lock	security keyhole	
Warranty	Three Year Warranty	3-years/1-yr battery - depot repair service	
Accidental Damage Protection	Replacement coverage during warranty period		
Options to Base Configuration:	1-Bluetooth Wireless module	included in base price	
	1 - 9-pin Serial (16550 compatible)	optional as requested	
	1 - Parallel (25-hole bi-directional)	optional as requested	
	1 - Firewire Adapter IEEE 1394 port	optional as requested	
	1 - HDMI-Out Connection	optional as requested	
	1 - Optional modem	optional as requested	
	1 - USB Optical mouse	Optional, USB Modem	
	1 - Nylon Carrying Case with Shoulder Strap	Optional	
	(must be large enough to accommodate unit and accessories)	Optional	
		Yes	
	Date Released	3/1/2011	
	Projected End of Life Date	7/1/2012	

Broward College RFP

Level-2 Support-Desk Requirements

Jan 27, 2012

Services Solution Architect: T. Decker

Response:

Lenovo will provide our Priority Support Enterprise offering to Broward Colleges' users through a single, consolidated service plan that provides fast access to Lenovo's advanced technical support, helping Broward College support Technicians save time and improve overall productivity.

Key Features and Assumptions:

1. Gives Advanced level technical support to Broward Colleges' IT support team who are doing basic troubleshooting but need direct access to advanced level technicians to help solve the tougher problems.
 - a. Provides Accelerated/Advanced Break/Fix Phone Support to Advanced Level Technicians
 - b. Support for Lenovo Hardware, Drivers and Software
 - c. Accessed through an assigned Dedicated Phone Line and PIN #
2. Pricing is based on assumptions provided by Broward College on intended usage, and provided through an annual Quantity of Calls that can be used across Broward College's support team.
3. Reporting on total call usage will be provided to Broward College on a monthly basis.
4. Renewal period: Annual

Customer Pricing:

Priority Technical Support - 300 calls per year - Flat Fee

\$6,200.00 / year

Exhibit 3

Warranty Service Information

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

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

Customer Responsibilities for Warranty Service

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

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

What the Service Provider Will Do to Correct Problems

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

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

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

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

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

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

Replacement Products and Parts

When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes Lenovo's property and the replacement hardware Product or part becomes Customer's property. Only unaltered Lenovo hardware Products and parts are eligible for replacement. The replacement hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to

the original hardware Product or part. The replacement hardware Product or part shall be warranted for the balance of the period remaining on the original hardware Product.

What this Warranty Does not Cover

This warranty does not cover the following:

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

Warranty Information

Hardware Product Type	Warranty Period	Type of Warranty Service
Notebook Battery	One (1) Year	1

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

Types of Warranty Service

1. Customer Replaceable Unit ("CRU") Service

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

2. On-Site Service

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

3. Courier or Depot Service

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

4. Customer Carry-In Service

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

5. Mail-In Service

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

6. Customer Two-Way Mail-In Service

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

7. Product Exchange Service

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

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 01/22/14	<input checked="" type="checkbox"/> Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	REVISED Agenda Item Number EE-2
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TITLE: Piggyback from Broward College's Contract Agreement with Lenovo (United States), LLC Inc., for the purchase of PCs, Laptops, and Technical Support	
REQUESTED ACTION: Approve the piggyback of Broward College's contract with Agreement between Lenovo (United States), LLC Inc., and The School Board of Broward County, Florida, for the purchase of PCs, laptops, and technical support.	
SUMMARY EXPLANATION AND BACKGROUND: <p>The District will begin to implement a technology acquisition plan that ensures equipment is current and operational starting with the 2013-2014 school year. To provide and refresh technology equipment to meet the educational and operational needs of the District, an appropriate refresh cycle must be established to begin to modernize its install-base of aging end-user computing devices. This project is to procure equipment for elementary, middle, high, and center schools to address the move to the common core, the new demands being driven by State online assessment, and the migration of instructional materials from print to digital formats.</p> <p>Additional spending is needed from the previous Lenovo contract that was Board approved on April 23, 2013. This will allow the District to procure the equipment for schools, departments, centers, District projects, Title I, and other grant purchases.</p> <p>This aligns with the District Education Technology Plan (DETP) 2013-2016, Goal 2: Technology in Learning - Leverage the power of technology to provide meaningful real-world learning experiences that engage and prepare students in a personalized learning environment to be college and career ready.</p> <p><u>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed after School Board Approval.</u></p>	
SCHOOL BOARD GOALS: <input checked="" type="checkbox"/> Goal 1: High Quality Instruction <input checked="" type="checkbox"/> Goal 2: Continuous Improvement <input type="checkbox"/> Goal 3: Effective Communication	
FINANCIAL IMPACT: The total projected expenditure is for \$16,000,000. The funding sources are the approved capital budget of \$8,400,000, Title I funding - \$2,200,000; and \$5,400,000 from other approved grants, schools, and department budgets.	
EXHIBITS: (List) 1. Executive Summary of Technology Refresh 2. Lenovo (United States) LLC (Contract with Broward College) 2. Agreement between Lenovo (United States), Inc., and The School Board of Broward County, Florida 3. Approved Post-Board Approval Memorandum dated 04/23/13	
BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION: Tony Hunter 754-321-0400 Ruby Crenshaw 754-321-0501 Name Phone

(For Official School Board Records' Office Only)

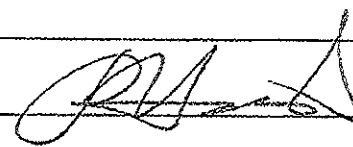
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods, M.W.
Chief Strategy & Operations Officer
Office of Strategy & Operations

JAN 22 2014

Approved in Open Board Meeting on:

By:


 School Board Chair

EXECUTIVE SUMMARY

TECHNOLOGY REFRESH

The District has been developing a plan to begin to implement a technology acquisition strategy that ensures equipment is current and operational starting with the 2013-2014 school year. To provide and refresh technology equipment to meet the educational and operational needs of the District, an appropriate refresh cycle must be established to begin to modernize its install-base of aging end-user computing devices. This project is to procure equipment for elementary, middle, high and center schools to address the move to the common core, the new demands being driven by State online assessment, and the migration of instructional materials from print to digital formats. In addition, the District will work with each of the schools to remove and surplus outdated equipment when the new equipment is delivered.

The refresh will include the following equipment:

	Student Laptops Approx.	Teacher Laptops Approx.	Carts Approx.
Refresh Equipment	15,500	1,500	640

This refresh project aligns to Broward County Public Schools Strategic Plan, Goal 1: High Quality Instruction and Goal 2: Continuous Improvement, and the District's Education Technology Plan (DETP) Goal 2: Technology in Learning - Leverage the power of technology to provide meaningful real-world learning experiences that engage and prepare students in a personalized learning environment to be college and career ready.

Additional equipment will be purchased with Title 1 Funds for approximately \$2.2M.

	Student Laptops Approx.	Teacher Laptops Approx.	Carts Approx.
Title 1 Equipment	3,400	155	155

The District has several projects that may require additional expenditures through other funded grants in addition to school and department purchases.

- ✓ Project Lead The Way (PLTW)
- ✓ Sprouting STEM Grant
- ✓ School Improvement Grant (SIG) Digital 5
- ✓ Developmental Language Arts (DLA) Pilot (ESOL)

AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of January, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

LENOVO (UNITED STATES), INC

(hereinafter referred to as LENOVO),
whose principal place of business is
1009 Think Place, Morrisville, NC 27560

WHEREAS, SBBC has a present need to implement a technology acquisition plan that ensures that current and operational equipment is available for the 2013-2014 school year; and

WHEREAS, SBBC needs to procure equipment that meets SBBC's educational and operational needs in order to implement its Technology Refresh project; and

WHEREAS, SBBC desires to utilize an existing contract between the District Board of Trustees for Broward College, FL (hereinafter referred to as the "Broward College Agreement") dated August 14, 2012 and awarded pursuant to ITN-2012-069-MH - "PCs, Laptops and Technical Support" as permitted by Rule 6A-1.012(6), Florida Administrative Code, and School Board Policy 3320; and

WHEREAS, LENOVO and SBBC desire to enter into this Agreement for the use of the Broward College Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 22, 2014 and shall conclude on August 31, 2017.

2.02 Pricing. Pricing for items to be provided to SBBC by LENOVO shall be as specified in the Broward College Agreement (a copy of which is attached hereto as Exhibit 2 and is incorporated herein by reference).

2.02 Statement of Work. LENOVO shall perform all the services as set forth in the Service Statement of Work including Exhibits A and B attached thereto (a copy of which is attached hereto as Exhibit 1 and is incorporated herein by reference) and the Broward College Agreement (Exhibit 2).

2.04 Order of Precedence Among Agreement Documents. All of the terms and conditions as set forth in this Agreement, the Service Statement of Work (Exhibit 1) and the Broward College Agreement (Exhibit 2) are collectively binding among the parties. In the event of conflict between the provisions of this Agreement and any of the provisions contained in the attached exhibits, the provisions of the following documents shall take precedence in this order:

- First: This Agreement; then
- Second: Services Statement of Work (Exhibit 1); then
- Third: Broward College Agreement (Exhibit 2) and those documents incorporated by reference therein.

2.05 Inspection of LENOVO's Records by SBBC. LENOVO shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All LENOVO's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by LENOVO or any of LENOVO's payees pursuant to this Agreement. LENOVO's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. LENOVO's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) LENOVO's Records Defined. For the purposes of this Agreement, the term "LENOVO's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets,

correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to LENOVO's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to LENOVO pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide LENOVO reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to LENOVO's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by LENOVO to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any LENOVO's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by LENOVO in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by LENOVO. If the audit discloses billings or charges to which LENOVO is not contractually entitled, LENOVO shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. LENOVO shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by LENOVO to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to LENOVO pursuant to this Agreement and such excluded costs shall become the liability of LENOVO.

(h) Inspector General Audits. LENOVO shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351

To LENOVO: LENOVO (United States), Inc.
Lora Eckler
Account Executive
1009 Think Place
Morrisville, N C 27560

2.07 Background Screening: LENOVO agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of LENOVO or its personnel providing any services under the conditions described in the previous sentence. LENOVO shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to LENOVO and its personnel. The parties agree that the failure of LENOVO to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. LENOVO agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in LENOVO's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By LENOVO: LENOVO agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by LENOVO, its agents, servants or employees; the equipment of LENOVO, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of LENOVO or the negligence of LENOVO's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by LENOVO, SBBC or otherwise.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire

to terminate this Agreement. In the event of such termination, SBBC shall pay LENOVO for all goods and services furnished through the effective date of termination.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall

be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits 1 and 2 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of

records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Contract Administration: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. This delegated authority does not include the ability to amend or terminate this Agreement.

3.26 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

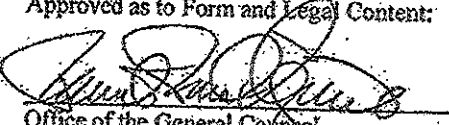
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

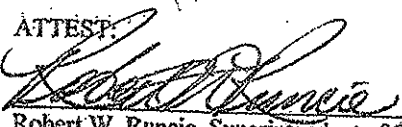
By 
Patricia Good, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR LENOVO

(Corporate Seal)

ATTEST:

LENOVO (UNITED STATES), INC.

By _____

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether LENOVO Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20__ by _____ of

Name of Person

Lenovo (United States), Inc. on behalf of the corporation/agency. He/She is personally known to

me or produced _____ as identification and did/did not first
take an oath. Type of Identification

My Commission Expires:

Signature - Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

S:\vfallwork-use/contracts/review\140121lenovorevised

FINANCIAL ANALYSIS WORKSHEET

Buyer/PA: Michelle Bryant Wilcox		Preparation Date: November 25, 2014															
Bid Number: 53-111E / 54-064E																	
Bid Title: Personal Computers, Laptops and Technical Support																	
		Recommended Award Amount: N/A															
<p>CURRENT BID #: 53-111E / 54-064E</p> <p>Award Period: May 21, 2013 – August 31, 2017</p> <table border="0"> <tr> <td></td> <td>53-111E</td> <td>54-064E</td> </tr> <tr> <td>Award Amount:</td> <td>\$2,333,000</td> <td>Projected spending \$16 million no cap spending authority allowing flexible non-IT spending</td> </tr> </table> <p>SAP REPORT:</p> <table border="0"> <tr> <td>Report Date:</td> <td>11/25/2014</td> <td>11/25/2014</td> </tr> <tr> <td>Amount of Purchase Orders issued:</td> <td>\$ 2,282,847</td> <td>\$23,516,139</td> </tr> <tr> <td>Invoiced-to-Date Amount:</td> <td>\$ 2,282,847</td> <td>\$21,022,143</td> </tr> </table>				53-111E	54-064E	Award Amount:	\$2,333,000	Projected spending \$16 million no cap spending authority allowing flexible non-IT spending	Report Date:	11/25/2014	11/25/2014	Amount of Purchase Orders issued:	\$ 2,282,847	\$23,516,139	Invoiced-to-Date Amount:	\$ 2,282,847	\$21,022,143
	53-111E	54-064E															
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Amount of Purchase Orders issued:	\$ 2,282,847	\$23,516,139															
Invoiced-to-Date Amount:	\$ 2,282,847	\$21,022,143															
AWARDED VENDORS		AMOUNT SPENT															
Lenovo (United States), Inc.		\$ 25,798,986															

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**

**ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS**

April 23, 2013

TO: School Board Members

FROM: Maurice L. Woods *MW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **NOTIFICATION OF BIDS AWARDED FOR LESS THAN \$1,000,000 AND RFPS
AWARDED FOR LESS THAN \$500,000 PURSUANT TO SCHOOL BOARD
POLICY 3320, PART II, RULES (D), (N), (T)**

In accordance with School Board Policy 3320, please find listed below those bids awarded for less than \$1,000,000 and awards for the utilization of state contracts or piggy-back of other governmental agency contracts less than \$1,000,000.

Notification to the Board of these amounts does not mean that the amounts shown will be spent. These amounts represent the estimated contract value and purchases may be made from available funds in various school/department/center budgets and do not require any changes to the District budget.

New Bid/RFP Awards

<u>BID</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>
13-027-1V	Student Psychiatric Services Contract period: July 1, 2013 through June 30, 2015	ESE Department/ Various Locations	N/A
13-048N	Sewing Machines: Supplies and Equipment Contract period: April 23, 2013 through June 30, 2016	Various Locations	\$150,000
13-055N	CNC Vertical Machine	Atlantic Technical Center	\$77,000

Notification of Bids Awarded for Less Than \$1,000,000 and RFPs Awarded for Less Than \$500,000 Pursuant to School Board Policy 3320, Part II, Rules (D), (N), (T)

April 23, 2013

Page 2 of 2

<u>BID</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*53-107V	IT Research and Advisory Services Contract period: April 23, 2013 through May 9, 2014 or as renewed	Information & Technology	\$100,000
*53-111E	PCs, Laptops, and Technical Support Contract period: April 23, 2013 through August 31, 2017 or as renewed	Various Locations	\$990,000

*School Board Policy 3320, Part II, Rule n, allows for the purchase of items from contract awarded by other city or county governmental agencies, other school boards, community colleges, or state university system cooperative bid agreements. Award of this contract will allow the Supply Management & Logistics Department to release purchase orders for items awarded in this contract in a timely manner at contract prices. These requests do not increase current budgets.

Rejection of Bid

<u>BID</u>	<u>TITLE</u>	<u>LOCATION</u>	<u>AMOUNT</u>
13-015R	Debris Monitoring Services for Natural Disasters	Various Locations	N/A

In accordance with General Condition 6, it is recommended that all bids received be rejected. Items will be rebid at a later date, with revised specifications, in accordance with School Board policies and procedures.

If you have any questions, or require additional information, please contact Mr. Bill Harris, Director, Supply Management & Logistics at 754-321-0501.

RWR/MLW/BH:ak

cc: Senior Leadership Team
Bill Harris, Director, Supply Management & Logistics

The School Board of Broward County, Florida
Supply Management and Logistics Department

ITB No.:	<u>53-111E</u>	Board Meeting:	<u>P-APRIL 23, 2013</u>
Description:	<u>PCs, LAPTOPS AND TECHNICAL SUPPORT</u>	Notified:	<u>N/A</u> Downloaded: <u>N/A</u>
		Bids Rec'd:	<u>N/A</u> No Bids: <u>N/A</u>
For:	<u>VARIOUS SCHOOLS AND DEPARTMENTS</u> (School/Department)	Bid Opening:	<u>N/A</u>
Fund:	<u>VARIOUS FUNDS</u>	Advertised Date:	<u>N/A</u>

RECOMMENDATION/TABULATION

VENDOR NAME

LENOVO

IN ACCORDANCE WITH DEPARTMENT OF EDUCATION RULE 6A-1.012(5) AND SCHOOL BOARD POLICY 3320, PART II, RULE N, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA MAY PARTICIPATE IN THE AWARD BY BROWARD COLLEGE -ITN-2012-069-MH. RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDER MEETING SPECIFICATIONS, TERMS, AND CONDITIONS AS AWARDED BY BROWARD COLLEGE ON SEPTEMBER 1, 2012.

CONTRACT PERIOD: APRIL 23, 2013 THROUGH AUGUST 31, 2017 OR AS RENEWED.

By:

Michelle Byrd
(Buyer/Purchasing Agent)

Date: APRIL 5, 2013

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion, or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 5/21/13	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number FF-2
--------------------------------	--	--	-----------------------------------

TITLE Digital 5 Project	
REQUESTED ACTION: Approve funding for the Digital 5 Project.	
SUMMARY EXPLANATION AND BACKGROUND: The Instruction & Interventions Department is collaborating with the Information & Technology Department to implement a one-to-one technology pilot program to include approximately 160 fifth grade classrooms. The pilot would be implemented in a phased deployment starting with 4,000 mobile devices for the start of the 2013-2014 school year. Elementary schools will apply to participate and professional learning would begin this summer in preparation for the start of the school year. Additionally, professional learning will be integrated into the professional learning communities of the selected schools, and will be delivered via face-to-face, online, and blended models throughout the school year. This pilot fully supports and emphasizes the implementation of Common Core State Standards, provides students with real world, inquiry-based learning experiences, focuses on 21 st century literacy skills, utilizes student achievement data to drive instruction, and provides opportunities for blended learning practices. The expectation is that the evaluative results of this project will be used to continuously refine strategies and processes leading to one-to-one learning for all Broward students, which, is the trend and direction for all modern educational institutions across the world who are charged with preparing today's students for tomorrow's world. This aligns with the District Education Technology Plan (DETP) 2013-2016 - Goal 2 - Technology in Learning - Leverage the power of technology to provide meaningful real-world learning experiences that engage and prepare students in a personalized learning environment to be college and career ready. The Lenovo contract language was submitted to the Board as a post approval on April 23, 2013 as a piggyback with Broward College.	
SCHOOL BOARD GOALS: <input checked="" type="checkbox"/> Goal 1: High Quality Instruction <input type="checkbox"/> Goal 2: Continuous Improvement <input type="checkbox"/> Goal 3: Effective Communication	
FINANCIAL IMPACT: The financial impact to the District is \$ 2,333,000. The funding source is the Capital Budget.	
EXHIBITS: (List) Digital 5 - Vision School Application Professional Learning Framework Lenovo Bid Award Contract	
BOARD ACTION: APPROVED (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: Dr. Marie Wright, Executive Director 754-321-1850 Tony Hunter, Chief Information Officer 754-321-0400 Name _____ Phone _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Chief Academic Officer
Office of Academics

MW for CAP

Approved in Open Board Meeting on:

MAY 21 2013

Laurie Rich Levinson

By:

School Board Chair