

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A – 11703; A – 11704

- a. Approve and authorize the Contracts/Purchasing Officer to execute a Master Agreement with EDX Information Systems for Desktop Computer Solution Services for the County of Monterey per the Request for Proposals (RFP) No. 10175, for the initial term of approximately one year from the date of execution through and including June 30, 2011, and to include the option to extend the Master Agreement for four additional one year periods in accordance with the terms and conditions set within the Agreement;
- b. Approve and authorize the Contracts/Purchasing Officer to execute a Lease Agreement with IBM Credit LLC which shall be a third-party lessor to the Master Agreement with EDX Information Systems for Desktop Computer Solution Services, for the initial term of approximately one year from the date of execution through and including June 30, 2011, and to include the option to extend the Lease Agreement for four additional one year periods in accordance with the terms and conditions set within the Agreement;
- c. Approve and authorize the Contracts/Purchasing Officer to execute a Warranty Self-Maintainer Agreement with Lenovo, the computer manufacturer as selected per RFP No. 10175, in which the County will perform computer maintenance on purchased or leased computer equipment for the initial term of two years from the date of execution and to include the option to extend the term for another two year period in accordance with the terms and conditions set within the Agreement;
- d. The aggregate amount to be spent for all Agreements issued per RFP No. 10175 shall not exceed \$1,500,000 annually based on historical expenditures;
- e. Authorize the Contracts/Purchasing Officer to execute future amendments to the Master Agreement, the third party Lease Agreement and the Warranty Self-Maintainer Agreement in which there are no significant change to the scopes of work and no cost increase in excess of five percent (5%) of the agreed upon costs as per the original Master Agreement; and
- f. Authorize the Contracts/Purchasing Officer to execute similar additional Master Agreements for Desktop Computer Solution Services with qualified contractors who meet the minimum requirements of the County of Monterey.

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to execute a Master Agreement (A-11703) with EDX Information Systems for Desktop Computer Solution Services for the County of Monterey per the Request for Proposals (RFP) No. 10175, for the initial term of approximately one year from the date of execution through and including June 30, 2011, and to include the option to extend the Master Agreement for four additional one year periods in accordance with the terms and conditions set within the Agreement;
- b. Approved and authorized the Contracts/Purchasing Officer to execute a Lease Agreement with IBM Credit LLC which shall be a third-party lessor to the Master Agreement with EDX Information Systems for Desktop Computer Solution Services, for the initial term of

approximately one year from the date of execution through and including June 30, 2011, and to include the option to extend the Lease Agreement for four additional one year periods in accordance with the terms and conditions set within the Agreement;

- c. Approved and authorized the Contracts/Purchasing Officer to execute a Warranty Self-Maintainer Agreement (A-11704) with Lenovo, the computer manufacturer as selected per RFP No. 10175, in which the County will perform computer maintenance on purchased or leased computer equipment for the initial term of two years from the date of execution and to include the option to extend the term for another two year period in accordance with the terms and conditions set within the Agreement;
- d. The aggregate amount to be spent for all Agreements issued per RFP No. 10175 shall not exceed \$1,500,000 annually based on historical expenditures;
- e. Authorized the Contracts/Purchasing Officer to execute future amendments to the Master Agreement, the third party Lease Agreement and the Warranty Self-Maintainer Agreement in which there are no significant change to the scopes of work and no cost increase in excess of five percent (5%) of the agreed upon costs as per the original Master Agreement; and
- f. Authorized the Contracts/Purchasing Officer to execute similar additional Master Agreements for Desktop Computer Solution Services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter

NOES: None

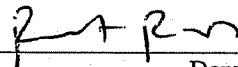
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 25, 2010.

Dated: May 27, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____



Deputy

lenovo Warranty Service Self-Maintainer Agreement (Level - 2 Program)

Third Party Agreement to Master Agreement for Desktop Solution Services

This Warranty Service Self-Maintainer Agreement ("Agreement") is entered into by and between Monterey County Information Technology ("County") and Lenovo (United States) Inc. ("Lenovo"). Under this Agreement, County may perform Warranty Service on Lenovo hardware products that County has acquired from Lenovo or a Lenovo reseller subject to the following terms.

1. Definitions

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

Date of Installation means the date on County's sales receipt or invoice unless Lenovo or a Lenovo reseller informs County 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 a 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 this Agreement is signed by Lenovo, or a two year period beginning on the anniversary of that date.

2. Renewal

County may renew this Agreement for another Term for an additional fee as per the attached Master Record Supplement. This amount may be subject to increase for subsequent term renewals but shall not be in excess of 10% per each renewal term. In order to renew the Agreement, not later than thirty (30) days before the last day of the current Term, County must provide Lenovo either: (a) County's order to renew, e.g. order form, order letter, purchase order; or (b) County's timely payment of Lenovo's invoice for another Term

3. Fees and Payment

County shall pay a fee for each repair location in an amount specified in the attached Master Record Supplement. County shall pay such fee(s) within thirty (30) days after receipt of Lenovo's invoice. If any authority imposes a duty, tax, levy, or fee, excluding those based on Lenovo's net income, upon any transaction under this Agreement, County shall pay that amount as specified in Lenovo's invoice or furnish exemption documentation to Lenovo.

4. Changes to the Agreement Terms

Lenovo may change the terms of this Agreement upon sixty (60) days written notice. Unless Lenovo receives a notice of termination from County in accordance with Section 11.1 below within thirty (30) days of County's receipt of Lenovo's notice, in sixty (60) days from the date of Lenovo notice, the Agreement shall be deemed changed as set forth in Lenovo's notice

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5. County's Responsibilities

County shall:

- 5.1 identify to Lenovo County's employee service technicians and County's repair locations in the Master Record;
- 5.2 ensure that County's employee service technicians who perform Warranty Service are: a) A+ Certified (A+ Certification is a computer industry standard testing program sponsored by CompTIA, the Computer Technology Industry Association; and b) have completed the Lenovo Warranty Basics training courses and the applicable product-specific training course(s) at no additional charge by Lenovo;
- 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 Eclaim 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 Agreement; 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 Eclaim at the Web site 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) Service Part Number
 - (vii) Failure Code and Complete Failure Description
 - (viii) County (Company User) Information
 - (b) Required Verification

County shall verify the Machine type/serial number is within its Warranty Period using Eclaim 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.

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Third Party Agreement to Master Agreement for Desktop Solution Services

6. Recordkeeping and Review

County shall maintain 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 County's records related to this Agreement 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 County's business. Lenovo may use an independent auditor to conduct such reviews. County 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 County's valid warranty claims on Lenovo Machines;

7.3 reimburse County for labor at the established reimbursement rates on a per incident basis for valid warranty claims on Lenovo Machines, where applicable. The rates for reimbursement rates shall be as specified in the Lenovo US Warranty Self-Maintainer Guide Version 4.5 (dated April 1, 2009), attached hereto and made a part hereof. All rates are set by Lenovo and are subject to change at Lenovo's discretion.

7.4 provide replacement Service Parts for County's 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. Replacement 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 County and for replaced, defective Service Parts County ships back to Lenovo. Lenovo will charge County for replaced, defective Service Parts, if not returned within thirty (30) days as Lenovo specifies; and

7.6 make available to County: a) Lenovo service training for County's service technicians; and b) electronic copies of Lenovo service materials and service information

8. Service Parts Support

County may purchase Service Parts from Lenovo for Lenovo Machines. These Service Parts may only be used for servicing Lenovo Machines that County owns and are located within County's enterprise. County 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 County should complete a warranty claim form, using 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. Independent Contractor

At all times relevant to this Agreement, Lenovo shall be an independent contractor and nothing herein shall create the relationship of employer/employee, principal/agent, partners or joint venturers as between County and Lenovo. County shall not assume or create any obligation on behalf of Lenovo. County shall bear full and sole responsibility for the acts and omissions of County's employees and agents relating to Warranty Service that it performs under this Agreement.

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10. Limitation of Liability

In any action arising out of or related to this Agreement, neither Lenovo nor County shall be liable for any of the following whether informed of their possibility or not and whether arising in contract, tort, (including negligence) or otherwise: 1) loss of, or damage to, data; 2) special, incidental, exemplary, indirect, punitive or consequential damages; 3) loss of profits, business, revenue, goodwill or anticipated savings; and 4) any amount in excess of the greater of \$100,000 or the price of any Service Parts or services provided to County under this Agreement. This limitation shall not apply to any action for fee payments or refunds under this Agreement. This term shall survive the expiration or termination of this Agreement.

11. Agreement Termination

11.1 Either party may terminate this Agreement on thirty (30) days written notice to the other.

11.2 Either party may terminate this Agreement if the other party fails to comply with any of its terms, provided the party alleged not to be in compliance is provided with written notice and reasonable time to comply.

11.3 Any terms of this Agreement which expressly or by their nature survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

12. General

12.1 County shall be solely responsible for the Warranty Service that it performs and results thereof.

12.2 Lenovo and its affiliates may process and store contact information and other business-related information received from County, including names, phone numbers, and e-mail addresses; and use it in connection with this Agreement.

12.3—Any terms in any written communication from County to Lenovo shall not be a part of this Agreement. Except as specified in sections 4.and 7.3 above, any changes to this Agreement shall be mutually agreed upon in writing by both parties.

12.5 County may not assign or otherwise transfer this Agreement or County's rights or obligations hereunder, without Lenovo's prior written consent.

12.6 This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. 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 with jurisdiction over the area of Monterey County". Both parties hereby irrevocably submit to the personal jurisdiction of any such court

12.7 Unless otherwise required by mandatory provision of applicable law, any reproduction of this Agreement, or any amendment, attachment or supplement hereto, made by reliable means shall be deemed an original for all purposes.

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(Level - 2 Program)

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By the signature of its authorized representative below, each party hereby agrees to the terms of this Agreement effective as of the date of the signature of Lenovo's authorized representative.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Authorized Representative

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Auditor/Controller

By: _____

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____