

# TIPS VENDOR AGREEMENT

Between **Lexmark International, Inc.** and

**THE INTERLOCAL PURCHASING SYSTEM (TIPS) For**

**RFP 180103 Copiers, Fax and Multifunction Machines**

## **General Information**

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements** between Vendors and TIPS Members shall strictly adhere to the applicable administrative rules and regulations of the TIPS Member party to the agreement.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

## Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any

time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

## **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

## **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

## **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.



## **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

## **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

## **Form of Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded

vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Marketing**

Subject to the terms and conditions of this Agreement, Lexmark grants to TIPS a non-exclusive, non-transferable, royalty-free license without the right to sublicense to (i) reproduce the Lexmark name and logo (collectively, the "Lexmark Trademarks") in connection with collateral advertising, marketing, selling or offering for sale Lexmarks' MPS services and associated imaging products (collectively, the "Lexmark Offerings"); and (ii) display the Lexmark Trademarks on Licensee's website in connection with the Lexmark Offerings. TIPS shall comply with any and all requirements established by Lexmark concerning the style, design, display, and use of the Lexmark Trademarks,

and Lexmark shall be the sole judge of whether TIPS has met or is meeting the standards so established. Lexmark may, at any time, review TIPS's website and/or require TIPS to submit any and all advertising copy and other collateral bearing the Lexmark Trademarks to ensure the Lexmark Trademarks are being used in accordance with Lexmark's trademark guidelines and this Agreement, and TIPS shall immediately comply with all changes requested by Lexmark. TIPS shall not: (a) use the Lexmark Trademarks or any of its elements in connection with any search engine optimization or as part of any composite mark not approved in advance in writing by Lexmark; (b) challenge the validity or enforceability of the Lexmark Trademarks; (c) acquire any proprietary rights in the Lexmark Trademarks by reason of any activities under this Agreement or otherwise; or (d) use the Lexmark Trademarks in any manner which (i) could cause confusion as to the source of the Lexmark Offerings; (ii) is morally offensive or otherwise objectionable to Lexmark; (iii) defames, tarnishes or otherwise damages the reputation of Lexmark or any of its suppliers or customers; (iv) disparages Lexmark or the Lexmark Offerings; or (v) violates any state, federal or foreign law or regulation. All uses of the Lexmark Trademarks by TIPS and any additional goodwill created thereby shall inure to the benefit of Lexmark, and TIPS's rights to use the Lexmark Trademarks shall cease immediately upon expiration or termination of this Agreement.

### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are

made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's

pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion

of these items, the TIPS Member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence. In the event mediation fails to bring the involved parties to compromise, all Parties reserves the right to pursue legal actions arising from this Agreement to the extent allowable under Governing Law and no binding arbitration shall be required by any party to a dispute arising out of this Agreement and Award of TIPS RFP 180103 Copiers, Fax and Multifunction Machines.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf> You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention:

General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX 75686.

And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 180103 Copiers, Fax and Multifunction Machines

Company Name Lexmark International, Inc.  
Address 740 West New Circle Road  
City Lexington State KY Zip 40550  
Phone 859-232-2000 Fax 859-232-2156  
Email of Authorized Representative geoff.parker@lexmark.com  
Name of Authorized Representative Geoff Parker  
Title Contracts Manager  
Signature of Authorized Representative   
Date 3/21/2018  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 3/22/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	180103			Floor/Room
Title	Copiers, Fax and Multifunction Machines	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	1/4/2018 08:01 AM (CT)			Email
Close Date	2/16/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Lexmark International, Inc.  
Address 740 West New Circle Road  
  
Lexington, KY 40511-1806

Contact  
Department  
Building  
Floor/Room  
Telephone (859) 232-1935  
Fax  
Email  
Submitted 2/16/2018 10:38:59 AM (CT)  
Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Geoff Parker Email geoff.parker@lexmark.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages



**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Lexmark can provide services and/or products to all 50 US states.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Lexmark creates innovative imaging solutions and technologies that help customers worldwide print, secure and manage information with ease, efficiency and unmatched value. Open the possibilities at Lexmark.com.
6	Primary Contact Name	Primary Contact Name	Mike Peterson
7	Primary Contact Title	Primary Contact Title	Regional Manager, State and Local Government and Education
8	Primary Contact Email	Primary Contact Email	mpeter@lexmark.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6302372058
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8592322156
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3123718541
12	Secondary Contact Name	Secondary Contact Name	David Baird
13	Secondary Contact Title	Secondary Contact Title	National Sales Director, State and Local Government and Education
14	Secondary Contact Email	Secondary Contact Email	davidb@lexmark.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8592321547
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8592326448

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8593966294
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Mary Beth Carter
19	Admin Fee Contact Email	Admin Fee Contact Email	carterm@lexmark.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8592322116
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Mike Peterson
22	Purchase Order Contact Email	Purchase Order Contact Email	publicsectoroe@lexmark.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002588575
24	Company Website	Company Website (Format - www.company.com)	www.lexmark.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	06-1308215
26	Primary Address	Primary Address	740 West New Circle Road
27	Primary Address City	Primary Address City	Lexington
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	KY
29	Primary Address Zip	Primary Address Zip	40550
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Lexmark, HP, Hewlett-Packard, Canon, Xerox, Ricoh, Konica Minolta, Brother, Toshiba, Oki, Kyocera, Printer, Multifunction printer, Multifunction product, Multifunction device, MFP, MFD, Single-function printer, Single-function product, Single-function device, SFP, SFD, Laser, Toner, Imaging, Print anywhere, Pull printing, Solutions, Workflow, Security, Document Imaging, Document Management, Fleet Management, Follow Me Print, Secure Print, Workflow, FoIP, Fax over IP, Bubble-sheets, Cloud Print, Sustainability, Copier, Fax, Scanner
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Lexington
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Kentucky
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not applicable. Lexmark is not owned or operated by individual(s) who has/have been convicted of a felony.
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	12%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	3
45	Years Experience	Company years experience in this category?	27
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

<p>50 Texas HB 89- Texas Government code §2270 compliance</p>	<p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.</p>	<p>YES</p>
<p>51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ</p>	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a></p> <p>Do you have any conflicts under this statutory requirement?</p>	<p>No</p>
<p>52 Filing of Form CIQ</p>	<p>If yes (above), have you filed a form CIQ as directed here?</p>	<p>No</p>
<p>53 Regulatory Standing</p>	<p>I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.</p>	<p>Yes</p>
<p>54 Regulatory Standing</p>	<p>Regulatory Standing explanation of no answer on previous question.</p>	<p>Not applicable. Lexmark is in good standing with all governmental agencies Federal or state that regulate any part of our business operations.</p>

55 Antitrust Certification Statements (Tex.  
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)  
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your



proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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68 Remedies Explanation of No Answer		Not applicable.
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69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

71	Alternative Dispute Resolution	Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Do you agree to these terms?	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Not applicable.
73	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?	No
74	Infringement(s) Explanation of No Answer		Lexmark agreement to the following language: "The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from all third-party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved."
75	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
76	Acts or Omissions Explanation of No Answer		Not applicable.

77	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes
78	Payment Terms and Funding Out Clause	<p>Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
79	Insurance and Fingerprint Requirements Information	<p>Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <a href="http://www.statutes.legis.state.tx.us/">http://www.statutes.legis.state.tx.us/</a> If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	(No Response Required)

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>Some</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	Not applicable.
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No



If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Lexmark's exception to the TIPS Vendor Contract:

- **Agreements:** Lexmark requests the following modifications to this section: "All Agreements between Vendors and TIPS Members shall strictly adhere to the applicable administrative rules and regulations of the TIPS Member party to the agreement."
- **Support Requirements:** Lexmark requests the following addition to this section: "In the event mediation fails to bring the involved parties to compromise, all Parties reserves the right to pursue legal actions arising from this Agreement to the extent allowable under Governing Law and no binding arbitration shall be required by any party to a dispute arising out of this Agreement and Award of TIPS RFP 180103 Copiers, Fax and Multifunction Machines."
- **Marketing:** Lexmark requests the following modification to this section: "Subject to the terms and conditions of this Agreement, Lexmark grants to TIPS a non-exclusive, non-transferable, royalty-free license without the right to sublicense to (i) reproduce the Lexmark name and logo (collectively, the "Lexmark Trademarks") in connection with collateral advertising, marketing, selling or offering for sale Lexmarks' MPS services and associated imaging products (collectively, the "Lexmark Offerings"); and (ii) display the Lexmark Trademarks on Licensee's website in connection with the Lexmark Offerings. TIPS shall comply with any and all requirements established by Lexmark concerning the style, design, display, and use of the Lexmark Trademarks, and Lexmark shall be the sole judge of whether TIPS has met or is meeting the standards so established. Lexmark may, at any time, review TIPS's website and/or require TIPS to submit any and all advertising copy and other collateral bearing the Lexmark Trademarks to ensure the Lexmark Trademarks are being used in accordance with Lexmark's trademark guidelines and this Agreement, and TIPS shall immediately comply with all changes requested by Lexmark. TIPS shall not: (a) use the Lexmark Trademarks or any of its elements in connection with any search engine optimization or as part of any composite mark not approved in advance in writing by Lexmark; (b) challenge the validity or

enforceability of the Lexmark Trademarks; (c) acquire any proprietary rights in the Lexmark Trademarks by reason of any activities under this Agreement or otherwise; or (d) use the Lexmark Trademarks in any manner which (i) could cause confusion as to the source of the Lexmark Offerings; (ii) is morally offensive or otherwise objectionable to Lexmark; (iii) defames, tarnishes or otherwise damages the reputation of Lexmark or any of its suppliers or customers; (iv) disparages Lexmark or the Lexmark Offerings; or (v) violates any state, federal or foreign law or regulation. All uses of the Lexmark Trademarks by TIPS and any additional goodwill created thereby shall inure to the benefit of Lexmark, and TIPS's rights to use the Lexmark Trademarks shall cease immediately upon expiration or termination of this Agreement."

85 Texas Business and Commerce Code § 272  
Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

(No Response Required)

Line Items		
Response Total:		\$0.00

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Resellers - Dealers

Optional - For proposers with resellers

This resellers document is for proposers to list any other companies that resell their products.  
Only list resellers of your products that are located in the US or Canada.  
Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Connection	732 Milford Rd	Merrimack	NH	03054-4631	Nicole Poulin	nicole.poulin@connection.com	800-800-0019	603-683-2482	www.govconnection.com
PCMG, Inc. DBA PCM Gov, Inc.	13755 Sunrise Valley Drive, Suite 750	Herndon	VA	20171-4608	Al Lam	sledbids@pcmg.com	800-625-5468	515-318-3010	www.pcmg.com
Zones, Inc.	1102 15th Street SW, Suite 102	Auburn	WA	98001-6524	Wilson Garcia	wilson.garcia@zones.com	253-205-3885	253-205-2885	www.zones.com
Cesco, Inc.	11969 Plano Rd #130	Dallas	TX	75243	Jeff Bryant	jbryant@cesco-inc.com	214-824-8741	214-824-0490	www.cesco-inc.net
M&A Technology, Inc.	2045 Chenault Dr	Carrollton	TX	75006	Donna Shepard	dshepard@macomp.com	972-490-5803	972-490-0616	www.macomp.com
Abacus Computer	6 Desta Drive	Midland	TX	79705	Mark Singh	singhm@abacustx.com	432-687-5424	432-682-7741	www.abacustx.com
Netsync Network Solutions	2500 West Loop South, Suite 410	Houston	TX	77027	Deborah Newman	dnewman@netsyncnetwork.com	713-218-5000	713-664-9964	www.netsyncnetwork.com

## Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Lexmark International, Inc.**

740 West New Circle Road, Lexington, KY 40550

Name/Address of Organization

**Geoff Parker, Contracts Manager**

Name/Title of Submitting Official

  
Signature

2/12/18  
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Lexmark International, Inc  
Print Authorized Company Official's Name

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_





**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

☒ YES or ☐ NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

☒ YES or ☐ NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Lexmark International, Inc.

Print name of authorized representative Geoff Parker

Signature of authorized representative 

Date 2/12/18

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Geoff Parker as an authorized representative of

Lexmark International, Inc., a contractor/vendor

Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Geoff Parker  
Signature of Named Authorized Company Representative

2/12/18  
Date



FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A  
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED  
MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT  
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS  
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

-----  
**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.  
Lexmark International, Inc.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Geoff Parker, Contracts Manager

\_\_\_\_\_  
Printed Name and Title of authorized company officer expressly waiving confidential status of material

740 West New Circle Road Lexington KY 40550 859-232-1935  
Address City State ZIP Phone

Signature Geoff Parker Date 2/12/18

## All Other Certificates

We are including these Lexmark certificates in the following pages:

- ▶ ISO 9001 for Quality Management System
- ▶ ISO 14001 for Environmental Management System
- ▶ OHSAS 18001 for Occupational Health and Safety Management System
- ▶ ISO/IEC 27001 for Information Security Management System

We are also including the following Texas certificates of good standing:

- ▶ Certificate of Fact from the Texas Office of the Secretary of State
- ▶ Franchise Tax Account Status from the Texas Office of the Comptroller



# CERTIFICATE



This is to certify that

## Lexmark International, Inc.

740 West New Circle Road  
Lexington, KY 40550  
United States of America

has implemented and maintains a **Quality Management System**.

### Scope:

The design, development, sales and marketing, manufacturing and logistics planning and management, and customer support of a broad range of printing, imaging and workflow products, software, solutions and services.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

## ISO 9001 : 2008

Certificate registration no. 10002310 QM08  
Date of original certification 2013-04-15  
Date of certification 2015-02-09  
Valid until 2018-02-08



### UL DQS Inc.

Ganesh Rao  
Managing Director



Accredited Body: UL DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA



# CERTIFICATE



This is to certify that

## Lexmark International, Inc.

740 West New Circle Road  
Lexington, KY 40550  
United States of America

has implemented and maintains an **Environmental Management System**.

### Scope:

The environmental activities and supporting processes associated with the research, development and design of printers, printer supply items and software solutions and the processing of administrative services.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

## ISO 14001 : 2004

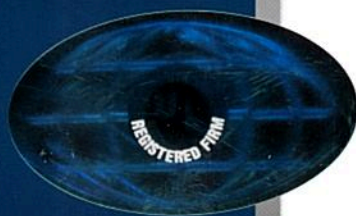
Certificate registration no.	10002310 UM
Date of original certification	2005-01-03
Date of certification	2017-01-03
Valid until	2018-09-14



### DQS Inc.

Ganesh Rao  
Managing Director

Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA







# CERTIFICATE



This is to certify that

## Lexmark International, Inc.

740 West New Circle Road  
Lexington, KY 40550  
United States of America

has implemented and maintains an  
**Occupational Health and Safety Management System.**

### Scope:

The occupational health and safety activities and supporting processes associated with the research, development and design of printers, printer supply items and software solutions and the processing of administrative services.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

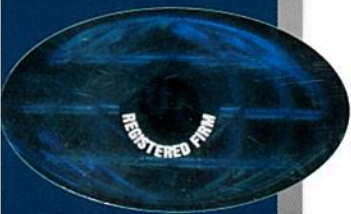
## BS OHSAS 18001 : 2007

Certificate registration no.	10002310 BSOH
Date of original certification	2005-01-03
Date of certification	2017-01-03
Valid until	2020-01-02



### DQS Inc.

Ganesh Rao  
Managing Director



Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA



# CERTIFICATE



This is to certify that

## Lexmark International, Inc.

740 West New Circle Road  
Lexington, KY 40550  
United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains an  
**Information Security Management System.**

Scope:

Information security management system for the managed print services provided by the Imaging Solution Services division of Lexmark International, Inc.

With reference to Statement of Applicability (SOA): Version 1.0, dated 11-08-2016

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

## ISO / IEC 27001 : 2013

Certificate registration no.	10002310 ISMS13
Date of original certification	2016-12-05
Date of certification	2016-12-05
Valid until	2019-12-04



**DQS Inc.**

Ganesh Rao  
Managing Director





**Annex to certificate**  
**Registration No. 10002310 ISMS13**

**Lexmark International, Inc.**

740 West New Circle Road  
Lexington, KY 40550  
United States of America



**Location**

**Scope**

**10014769**  
**Lexmark International, Inc.**  
**745 W New Circle Rd**  
**Lexington, KY 40550**  
**United States of America**

Information security management system for  
the managed print services provided by the  
Imaging Solution Services division of Lexmark  
International, Inc.



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for LEXMARK INTERNATIONAL, INC. (file number 8698406), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on March 19, 1991.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 07, 2017.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State



## Franchise Tax Account Status

As of : 01/10/2018 11:51:19

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**This Page is Not Sufficient for Filings with the Secretary of State**

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LEXMARK INTERNATIONAL, INC.	
<b>Texas Taxpayer Number</b>	10613082154
<b>Mailing Address</b>	740 NEW CIRCLE RD NW LEXINGTON, KY 40550-0001
<b>? Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	DE
<b>Effective SOS Registration Date</b>	03/19/1991
<b>Texas SOS File Number</b>	0008698406
<b>Registered Agent Name</b>	CT CORPORATION SYSTEM
<b>Registered Office Street Address</b>	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



Cart:

[Printers](#)[Supplies & Accessories](#)[Industries & Solutions](#)[Services](#)[Customer Support](#)[Sign in/Register](#)[Home](#) > [Support](#) > [Warranty Offerings](#)[Warranty Offerings](#)[Terms and Conditions](#)[Parts](#)[Parts Warranty Statement](#)[Parts Authorized Distributors](#)[Find a Service Provider](#)[Drivers and Downloads](#)[Warranty Information](#)[Product Firmware](#)[Troubleshooting and Manuals](#)[Warranty Support](#)[Tech Library](#)[Assisted Service](#)[Product Registration](#)[Inkjet Premium Support](#)[Universal Print Driver](#)

## Warranty Offerings

### Warranty Support Options

Lexmark is committed to delivering fast problem resolution and personalized support to get your printers back on the job as quickly as possible. We offer a variety of customizable service plans to help meet your business's unique needs. From basic service coverage to comprehensive support, Lexmark offers a range of plans to meet the specific demands of your output environment and reduce costly printer downtime.

Extended warranties and warranty upgrades that provide additional years of coverage to your standard Lexmark warranty are available to help decrease your business downtime and protect your investment.

### Upgrade & Extended Limited Warranty Offerings

#### Exchange Service

Exchange Service allows the customer to receive a refurbished product in return for a product that has been deemed faulty by a Lexmark technical support representative to require service under the applicable limited warranty.

If the Customer chooses to use Exchange Service, an exchange product will be shipped by Lexmark to the Customer. At Lexmark's option, the Customer may be asked to return the faulty product to Lexmark. The Lexmark technical support representative will provide information on how to package and return the faulty product to Lexmark. Exchange Service is not available for products that have been defaced, altered, or damaged beyond repair.

At Lexmark's discretion, exchange products may be new, refurbished, or may be another new or repaired product of equal or greater capabilities. The exchange product assumes the remainder of the Warranty or Extended Limited Warranty of the returned product.

For certain models, Lexmark will attempt to repair and return the defective product to the customer. If this option is available and the Customer chooses this option, the Customer will be responsible for properly packing the product and taking it to the Lexmark designated carrier. Lexmark will provide packing materials upon request if the original packaging materials are no longer available. The Customer is responsible for any damage resulting from the improper packing of a product sent to Lexmark. Please contact Lexmark to determine if this repair and return option is available for your product model. If the returned product cannot be repaired using commercially reasonable efforts, Lexmark at its discretion may provide a new, refurbished or repaired replacement product.

#### Onsite Service

Onsite Service is provided at the Customer's business or home location during the contracted Principal Period of Maintenance (PPM). Next-business-day service will generally be provided within the contracted Onsite Service response time, if the call is dispatched by 5:00 p.m. customer local time, provided the service location is within a 50 mile radius of a Lexmark Authorized Service Provider (LASP). For each of the following conditions, add one (1) business day to the contracted Onsite Service response time: 1) Service locations beyond 50 miles from LASP; 2) Service in Hawaii and Alaska.

Onsite Service is not available for all products or products that have been defaced, altered, or damaged beyond repair. Please contact Lexmark to determine if this option is available for your product model.

Download the Upgrade and Extended Limited Warranty [Order Form](#) and [Pricing Sheet](#).



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## Extended Warranty Terms & Conditions

The terms and conditions of Lexmark Extended Warranty service, including Exchange service, On-site Repair and Upgrades, apply to products for which Lexmark has issued a Certificate of Registration for Lexmark Extended Warranty service, provided that the product was originally purchased, for business or individual use, from Lexmark, or a Lexmark Remarketer. Coverage is provided in the United States and Puerto Rico. (Payment terms are net thirty (30) days and payment must be received within thirty (30) days of invoice date). The coverage period is as shown on the applicable Certificate of Registration for Extended Warranty service for each covered product. Extended Warranty service does not cover products that have been defaced, altered, or damaged beyond repair.

If the covered product includes options, those options are covered during the term of the Extended Warranty, only when installed on the product for which they were designed. To obtain service for an option covered under Extended Warranty service, it may be necessary to present the option with the entire product.

If the Customer sells a covered product before the Extended Warranty service expires, the warranty coverage may be transferred to the new owner by submitting written notification from the original owner to Lexmark at:

Lexmark International, Inc.  
Lexmark Service, Dept. 331A/002-1  
740 West New Circle Road  
Lexington, Kentucky 40550

Lexmark Extended Warranty service is not a guarantee of uninterrupted or error-free use of a product. Extended Warranty service does not include repair of failures caused by: misuse, neglect, accident, modification, unauthorized attachments, disaster, operation outside the specified operating environment or beyond the limits of the product's duty cycle, improper maintenance by the Customer, use of media outside of Lexmark specifications, failure caused by service of the product by non-authorized servicers, or failure caused by a product, including non-genuine supply products or non-genuine service parts. Next Business Day service does not guarantee a specific service performance metric. Lexmark does not warrant the durability or longevity of prints produced by any product.

### Consumable and Repair Parts

Consumable Parts require periodic replacement based on printer usage in order to maintain optimum performance of the product. Maintenance kits and other consumable parts are available from Lexmark for certain models. Some products display a maintenance reminder message at specified intervals based on pages printed. If required, product documentation directs the customer to install a maintenance kit or to contact a service representative for kit installation. Maintenance kits and other consumable parts are available at an additional charge to the customer. These parts are outside the scope of both the Lexmark Base Warranty and Extended Warranty offerings. Installation of maintenance kit components is generally the Customer's responsibility. If, however, a particular maintenance kit is not considered "Customer replaceable" by Lexmark, installation service will be included in the Extended Warranty. Lexmark is not responsible for failures caused by a Customer's failure to timely install maintenance kits.

Repair parts will be furnished on an exchange basis and may be new, equivalent to new or reconditioned. All returned parts and products become the property of Lexmark.

### Limitation of Liability

The Customer's sole remedy under the terms and conditions of this Warranty Service is set forth in this section. For any claim concerning performance or nonperformance of Lexmark, or a Lexmark Remarketer, for a covered

product under the terms and conditions of Lexmark Warranty Service, the Customer may recover actual damages up to the limits set forth in the following paragraph.

Lexmark's liability for actual damage from any cause whatsoever will be limited to the greater of 1) \$5000 or 2) the amount you paid for the product that caused the damage. This limitation of liability will not apply to claims for bodily injury, or damage to real property or tangible personal property for which Lexmark is legally liable. In no event will either party be liable for any damage caused by the other party's failure to fulfill its responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages. This is true even if the other party is advised of the possibility of such damages.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY AGAINST INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties are limited in duration to the coverage period. No warranties, expressed or implied, will apply after this period. Lexmark may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on [www.lexmark.com](http://www.lexmark.com). Such revised terms shall be effective thirty days from the date of such written notice or posting.

#### Payment / Cancellation

This Extended Warranty contract will void if payment is not received by Lexmark within thirty (30) days of invoice. If the Customer makes payment to a reseller, the payment must be received by Lexmark within thirty (30) days of invoice in order for the Customer to receive uninterrupted service. Lexmark may terminate Extended Warranty coverage at any time for non-payment. The Customer or Lexmark may terminate the Extended Warranty coverage at any time with three (3) months prior written notice or Lexmark may post an end of service notification on [www.lexmark.com](http://www.lexmark.com). If Extended Warranty coverage is canceled in accordance with these terms, Lexmark will refund to the customer the remaining portion of the warranty price paid on a prorated basis after the notification period.

#### Additional Rights

Some states do not allow limitations on how long an implied service lasts, or do not allow the exclusion or limitation of incidental or consequential damages. If such laws apply, the limitations or exclusions contained in the terms and conditions of this Warranty Service may not apply.

This Warranty Service gives the Customer certain legal rights. The Customer may also have other legal rights which vary from state to state.

### Extended Warranty Descriptions

#### Exchange Service

If the customer purchases Lexmark's Exchange Extended Warranty, defective printers covered under the warranty will be replaced with an exchange product from Lexmark. The exchange printer will be sent via next business day transportation (where available) for most laser printers and 3-5 day transportation for inkjet printers and consumer laser printers. (See documentation for specific details for your product model.) Unless specified by Lexmark, the Customer is required to return the defective product to Lexmark, in which case, the Customer must pack the product using the packing materials from the exchange product, attach the prepaid return shipping label, and deliver the packaged product to Lexmark's designated shipper. Failure to return the defective product within five (5) business days of the Customer's receipt of the exchange product will result in a Customer charge for the full price of the exchange product. The returned product becomes the property of Lexmark. At Lexmark's option, exchange products may be new, repaired, or may be a different model of new or repaired product of equal or greater capabilities. The exchange product becomes the property of the Customer when the defective product is received by Lexmark, at which time the exchange product assumes the remainder of the Extended Warranty from the defective product. The returned product must not be encumbered.

#### On-site Service

If the customer purchases Lexmark's On-site Extended Warranty, On-site service is provided at the Customer's business or home location. Next Business Day service will generally be provided if the request for service is

business or home location. Next business day service will generally be provided if the request for service is received by 5:00 p.m., Customer local time, if the service location is within a 50 mile radius of a Lexmark Authorized Service Center (LASC) and overnight (A.M.) Lexmark parts delivery is available to the service location. One (1) additional business day may be required for service locations more than 50 miles from LASC and two (2) additional business days may be required for service in Hawaii and Alaska. Lexmark On-site Extended Warranty service is not available for all products. Please contact Lexmark or review your product documentation to determine if this option is available for your product model.

Repair and Return Service

Certain models are eligible for repair and return of the defective product. If this option is available and the Customer chooses this option, the Customer is responsible for properly packing the product and delivering the product to the Lexmark designated carrier. Lexmark will provide packing materials if the original packing materials are no longer available. The Customer is responsible for any damage resulting from the Customer's improper packing of a product sent to Lexmark. Contact Lexmark to determine if this Repair and Return option is available for your product model. The Repair and Return option generally provides for repair of the product and return to the Customer within 5-7 business days. If a returned product cannot be repaired using commercially reasonable efforts, Lexmark at its discretion may provide a new, refurbished or repaired replacement product.

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## Supplementary

To know more about Lexmark offerings, please view the brochures on the following pages as well as these links to our website:

- ▶ **K–12 Education:** [http://www.lexmark.com/en\\_us/solutions/education.html](http://www.lexmark.com/en_us/solutions/education.html)
  - ▶ **Copy Center:** [http://www.lexmark.com/en\\_us/solutions/education/copy-center.html](http://www.lexmark.com/en_us/solutions/education/copy-center.html)
  - ▶ **Testing & Grading:** [http://www.lexmark.com/en\\_us/solutions/education/testing-and-grading.html](http://www.lexmark.com/en_us/solutions/education/testing-and-grading.html)
  - ▶ **Testing Assistant:** [http://www.lexmark.com/en\\_us/solutions/education/testing-assistant.html](http://www.lexmark.com/en_us/solutions/education/testing-assistant.html)
- ▶ **Government:** [http://www.lexmark.com/en\\_us/solutions/government.html](http://www.lexmark.com/en_us/solutions/government.html)
- ▶ **Healthcare:** [http://www.lexmark.com/en\\_us/solutions/healthcare.html](http://www.lexmark.com/en_us/solutions/healthcare.html)
- ▶ **Accessibility:** [http://www.lexmark.com/en\\_us/solutions/accessibility-solutions.html](http://www.lexmark.com/en_us/solutions/accessibility-solutions.html)
- ▶ **Security:** [http://www.lexmark.com/en\\_us/solutions/security.html](http://www.lexmark.com/en_us/solutions/security.html)
- ▶ **Managed Print Services:** [http://www.lexmark.com/en\\_us/services/managed-print-services.html](http://www.lexmark.com/en_us/services/managed-print-services.html)

Also included is a sample **Lexmark Statement of Work**.





# Lexmark Managed Print Services (MPS)

## No output strategy. No operational efficiency.

Businesses still depend on paper to serve customers, run supply chains, care for patients, open new accounts and all the other activities that drive performance and growth.

To move and use that paper-based information, organizations rely on processes and people. When these are aligned and efficient, your entire business benefits through faster turnaround, better decisions and responsive customer service.

Lexmark Managed Print Services connects print, process and people to drive productivity and performance.

It creates environments for business growth and customer satisfaction through:

- ▶ Infrastructure optimization
- ▶ Proactive management
- ▶ Streamlined business processes

## Credibility established by our track record

Lexmark has been at the forefront of MPS for over a dozen years. We bring you a rich portfolio of award-winning multifunction devices, industry-specific software and highly skilled experts.

Our customer loyalty is solid, with a renewal rate of 96% for the last five years, and one of the greatest percentages of large customers of any MPS provider.

*"Lexmark has the longest history of providing specific horizontal and vertical business solutions, backed by a vertically aligned organization, a mature global infrastructure, and a focus on execution excellence."*

IDC MarketScape: Worldwide Managed Print and Document Services

2014 Hardcopy Vendor Assessment



Lexmark global MPS leadership has been recognized again and again by respected analysts like Gartner, Forrester, IDC and Quocirca.



## Global and industry experience

From the beginning, Lexmark MPS has been geared to the significant challenges of managing complex, distributed environments, unlike other providers who adopted that approach later. Distributed landscapes are more challenging, because they involve thousands of devices across many locations.

With thousands of successful engagements, we understand your challenges at all levels, from front line to back office. We are proud to call nine of the top ten global retailers and nine of the top ten global banks our customers.\*

Other markets we serve include:

- ▶ Healthcare
- ▶ Insurance
- ▶ Manufacturing
- ▶ Education
- ▶ Government

\*Global Retailers and Global Commercial and Savings Banks are based upon revenue according to 2014 Global 500.

### It's not just about printers: It's process, productivity, people and performance

Best practices MPS is not just about copiers and printers; it's really about your people. True MPS focuses on what your teams need to become more productive.

### Turn information into insight

You can't fix or manage what you don't understand. You need more information about your fleet. The challenge comes down to capturing data, and when it comes to large device fleets, that's not a job to tackle on your own.

Lexmark MPS solutions capture information to help run your business more efficiently and effectively.

You gain:

- ▶ Visibility into output costs and volumes
- ▶ More efficient management of your fleet
- ▶ Proactive, economical consumables management
- ▶ Insight to improve manual and digital processes
- ▶ Industry-specific solutions to optimize workflow
- ▶ Single system for visibility and control to manage costs and increase uptime
- ▶ Proactive online monitoring and integrated help desk capabilities

### Unmanaged fleets won't run efficiently

One of the most obvious problems of unmanaged output is cost. Printers are the single most unaudited business expense, and most businesses don't know what they spend on print. If you don't understand what you're spending, there's no way to evaluate the wisdom of the expense or figure out how to spend more wisely.

Printing costs are an often overlooked, misunderstood business expense, but an unmanaged output fleet also causes other problems:

- ▶ No standardization or best practices
- ▶ Hundreds or even thousands of devices with multiple vendors, models and contracts
- ▶ Desktop devices everywhere, but many not networked and shared
- ▶ "Consumables chaos" from unmanaged inventories
- ▶ Skilled IT staff distracted by printer support calls

### Plan for maximum MPS value—we do

Don't underestimate the full scope and value Lexmark Managed Print Services offers. Otherwise, you end up with short-term savings, but miss out on maximizing long-term sustainable cost reductions and so much more. Consider the rewards of proactive services and business process optimization from the start. We do.

We use a progressive strategy to take you from cost reduction to business optimization and future flexibility. Lexmark "best practices" MPS:

- ▶ Goes beyond cost reduction and device consolidation to better manage information across your organization.
- ▶ Gives you a foundation for continued productivity improvements and process optimization.
- ▶ Turns device fleets into productivity tools for better information access and more efficient processes.
- ▶ Helps employees get more work done with fewer bottlenecks and more time for customers and business.



### Potential savings over 30%

The more you engage with Lexmark Managed Print Services, the more value you gain. We start with assessments to understand your current state and map your path to industry best practices. As you go from infrastructure optimization to streamlined business processes, you'll see greater savings and productivity. Customers could save upwards of 30% by following the Lexmark approach to enterprise MPS strategy.

### Smart sustainability

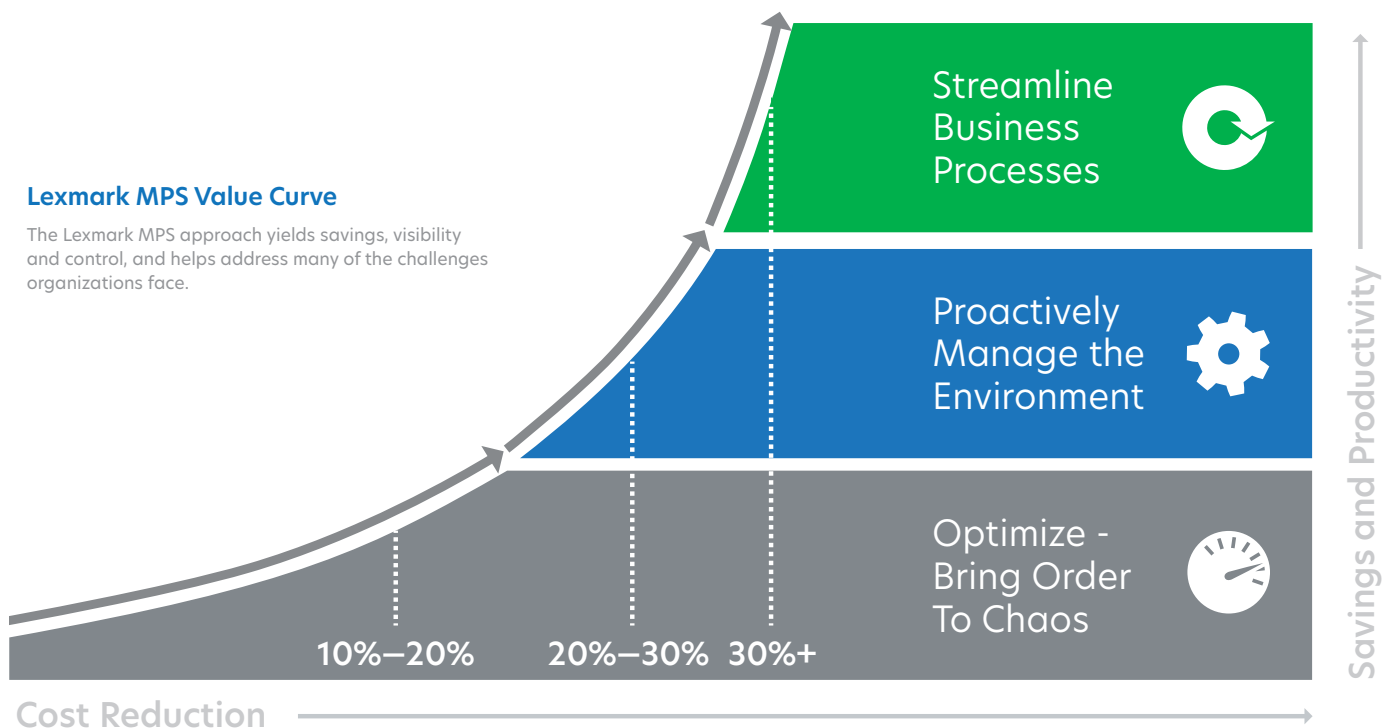
Organizations across all industries are challenged to bring more sustainable business practices to a world dominated by paper. MPS can help here, too. Reduced print volume and more efficient infrastructure contribute to your sustainability and corporate social responsibility.

### Transform manual processes: From hours to minutes

With MPS, multifunction fleet devices become productivity tools for better information access and more productive processes. Your fleet of MPS assets becomes the foundation for process and workflow improvements that move content from paper to digital to "useable." Information can be captured and channeled automatically into your existing business systems. You can align workflow from back office to front office to better serve customers. Manual paper-based processes can be automated, cutting costs and mistakes. What took hours or days gets done much faster. As a result, employees have more time for customers and business.

#### Lexmark MPS Value Curve

The Lexmark MPS approach yields savings, visibility and control, and helps address many of the challenges organizations face.



## Technology independence

Our unique capabilities translate into world-class, no-worries MPS. Because we own our technology, we can help you faster. Our software works seamlessly with our hardware to deliver industry-specific solutions and process improvements across your enterprise. We use automation and analysis—not manual labor—to proactively manage distributed fleets. With smart devices and a single system view of your fleet, we will help you achieve remarkable results. Lexmark smart MFPs provide a foundation for industry-specific solutions that lead to greater efficiency, and we bring you only the best. Buyers Lab named Lexmark monochrome MFP models as top systems in five categories.

## Best practices. Best choice.

Our customers say we manage their enterprise fleet assets better than anyone else. We can do the same for you. Contact us to talk about your problems and goals. We'll take you from "best guess" fleet management to best practices managed print services.

*"It took a lot of coordination and planning between Cummins and Lexmark, to make sure everybody was on the same schedule and fully prepared. Lexmark did a very good job, even in countries where we expected difficulties."*

**Bruce Smith**

Director of Computing Services  
Cummins Inc.

*"What we value most about working with Lexmark is its commitment to helping us achieve our goals. Together, we have truly made a difference that will continue to yield benefits for MSH and its patients for years to come."*

**Tim Pemberton**

Chief Information Officer  
Markham Stouffville Hospital

*"Union Bank's MPS investment generated 142% ROI in first three years, with total benefits of \$5.4 million over three years."*

**ROI case study**

Union Bank

*"Lexmark came in here, guided us, and made it very clear that they were in this for the long term. Lexmark showed that this was a partnership, not just a transaction."*

**Michael Leeper**

Senior Manager, IT Engineering  
Columbia Sportswear

*"The Lexmark suite has become such an integral part of our day-to-day business such that our users depend on it and rely on it for practically everything they do...we also now have a strategic partner that will be with us for the long haul."*

**Russell Dover**

Director, Software Development  
Unum Group



# Lexmark Print Management

With Lexmark Print Management you can optimize your network printing and create an information edge with a solution that you can deploy on-premises, in a serverless environment through the cloud, or in a serverless environment.

## Secure and convenient print release

**Flexible.** Release your print jobs from any enabled device.

**Secure.** Authenticate yourself at the device to print your documents.

**Mobile.** Submit jobs to your queue from a smartphone or tablet.

## Powerful tracking, accounting and reporting

**Comprehensive.** Track all activity across your network environment.

**Accurate.** Easily calculate costs using detailed activity reports.

**Cost-effective.** Manage costs and reduce waste with print quotas.

## Print release

Lexmark Print Management gives you the latitude to send documents from your computer, tablet, smartphone,<sup>1</sup> or even a web portal<sup>2</sup>, and to print them on any enabled<sup>3</sup> printer or Multifunction product (MFP). Instead of “pushing” your documents to a designated print device—where the pages sit out in public view until you retrieve them—you “pull” them down from the print queue when you log in or swipe your ID card at the printer. Instead of being tethered to a single device, you can release your print job from a printer that is most convenient to you or from one with the features or capabilities that fit your needs.

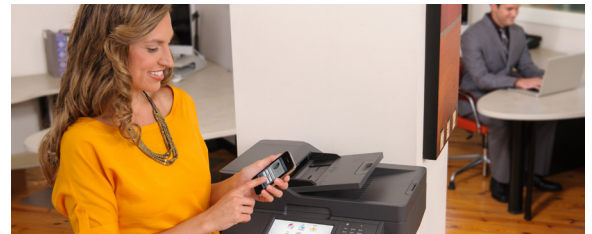
## Features

1. **Pull printing and access control:** Holds your print jobs in a server queue or on your workstation until an authorized user selects the documents to print while present at the device.
2. **Mobile printing:** Provides a complete mobile printing system, enabling you to submit jobs to your print queue from any smartphone or mobile device including Android® or iOS devices.
3. **ID card support:** Integrate card readers with your devices for quick and easy user access. Users can authenticate at the print device using the same card they use to access work facilities.
4. **Automatic user registration:** Self-registers users, eliminating the need for an administrator to manually enter badge numbers.
5. **Session-based login:** Allows you to perform multiple output tasks without having to swipe your card or log in again.
6. **Print preview<sup>2</sup>:** Let's you view each page of your document, change print options, and select specific pages to print.
7. **Print and keep:** Allows you to keep your documents in the queue so you can print it again later.
8. **Print job delegation:** Let's you assign a delegate to log in and print documents that are in your queue.
9. **Online queue management<sup>2</sup>:** Allows you access the web portal to drag files from your document folders and drop them directly into your queue. Also, you can delete documents from your queue or change print settings.
10. **Purge timeouts:** Let's you automatically delete documents in your queue after a predetermined period.

### Send from desktop



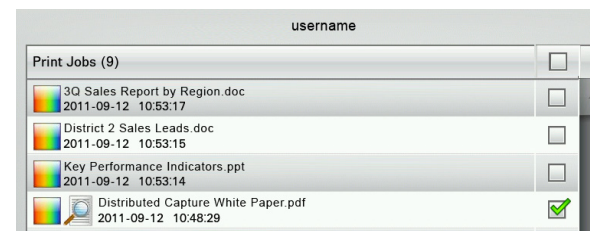
### Send from mobile



### Authenticate



### Preview, print, delete or print and keep



## Four ways to send files to your print release queue



### Lexmark mobile printing app (Android and iOS)

With the Lexmark Mobile Printing App<sup>6</sup> downloaded to your Android or iOS smartphone or tablet, you can select a file to print and the print job will be sent directly to your print queue.

1. Using the send or share function, choose Lexmark Mobile Printing and select the number of copies, pages per side, duplex on/off, or color on/off.
2. To release your print jobs, go to any solution-enabled printer within your corporate network, enter your passcode or swipe your ID card, and select the documents you want to print.<sup>5</sup>



### Mobile email submission

Lexmark Print Management can be configured<sup>6</sup> to print from any email-enabled mobile device by simply attaching the document to an email. No driver or application is required.

1. Send the email to your corporate Lexmark Print Management email account. The email and any attachments are converted and held in your print queue.
2. To release print jobs, go to any solution-enabled printer and enter your credentials or swipe your ID card, and then select the documents you want to print.<sup>5</sup>



### File > print (with driver)

1. With the Lexmark Universal Print Driver<sup>4</sup> installed on your computer or laptop, you can print from any application using the File > Print command (Ctrl + P or Command - P) as you normally would.
2. Your document is sent to the print release queue.
3. To release your print jobs, go to any enabled printer, enter your credentials or swipe your ID card, and select the documents you want to print.



### File > upload (without driver)<sup>2</sup>

1. Log into the web portal<sup>4</sup> to access your print queue. Documents can be added to your print queue by simply dragging and dropping them into the print queue.
2. To release your print jobs, go to any enabled printer or MFP. Enter your credentials or swipe your ID card, and select the documents you want to print.



### Submit via AirPrint™

1. Submit files to your print release queue using the native print features of iOS.



## Document accounting

Optimize the efficiency of your output environment with powerful tracking and reporting software. Throughout the day, Lexmark Print Management monitors output activity on your printing and imaging devices, plus collects detailed information on usage, devices or user/device groups. Your organization now has the data it needs to modify printing habits, better manage assets, and reduce costs and waste.

## Features

- ▶ **Print, copy and scan tracking:** Track all printing, copying and scanning across your enterprise to drive proactive management and data-driven decision making.
- ▶ **Application tracking:** Track activity performed through embedded applications. You can track copies made using the standard copy function as well as those made through Eco-Copy or Card Copy, giving you a complete accounting of your output environment.
- ▶ **User quotas:** Apply user quotas for print and copy. Limits can be set for total impressions and color. Users can easily track their quota status at the printing device.
- ▶ **Administrative reporting:** Select from a variety of summary reports and view by user/user group or device/device group and date range. Apply reporting filters to view activity by a specific interest area such as color or duplex. View reports online or export the data to .CSV format for additional analysis.

---

**View activity history online. Export data to CSV**  
**Generate summary reports.**

## Deployment options

In choosing technology to make your organization run more efficiently, two qualities demand attention: flexibility and scalability. Lexmark enterprise solutions are designed to adapt to virtually any environment and to expand quickly to users across your organization. This flexible and scalable approach also applies to the way we deliver solutions such as Lexmark Print Management.

You can deploy and administer Lexmark Print Management in a traditional fashion by purchasing licenses upfront and internally supporting and managing the software and associated infrastructure. Or you can purchase the solution and support on a subscription basis—as Software as a Service. Perhaps a combination of the two would work best. Lexmark deployment experts will help you choose the model that meets your requirements, maximizing the effectiveness of your output environment.

### Software as a Service (SaaS)

- ▶ Lexmark-managed
- ▶ Pay per user
- ▶ Lower operating expense
- ▶ Redundant servers
- ▶ Fast and easy to scale globally

Your organization accesses the solution on a subscription basis. Lexmark manages and operates the system, along with the associated infrastructure, in our secure data center. This option enables you to maintain focus on your business, while Lexmark manages your Print Release solution.



### Traditional (On-premises)

- ▶ Self-managed
- ▶ Purchase and own
- ▶ Low capital expense
- ▶ IT managed backup
- ▶ Ongoing systems support

With the traditional approach, your organization licenses the solution upfront and deploys it on your premises. Your organization is responsible for providing the necessary support to manage and operate the associated infrastructure, such as server hardware and software.

### Serverless

- ▶ Self-managed
- ▶ Purchase and own
- ▶ Elimination of print servers
- ▶ Uniform configuration

Lexmark Print Management Serverless Print Release builds on the value of the standard print release concept by making it possible to print without print servers and, in many cases, without any servers at all. With LPM Serverless Print Release, print jobs aren't routed through a print server and then on to a centralized network queue, as with traditional print servers. Instead, the print job is captured, encrypted, and stored locally on the user's PC until they arrive at the printer and authenticate. From there, the desired jobs are routed directly to the printer. This means you can reduce the cost and complexity of the print infrastructure by repurposing or eliminating print servers all while making your print process more efficient and secure.

### Features overview

#### You choose. We deliver.

Lexmark Print Management delivers a new level of flexibility to your enterprise. With this solution—deployed On-premises, or as hosted software—your organization can create a secure, shared printing and imaging environment with enduring benefits.

- ▶ Reduce printing costs and shrink carbon footprint
- ▶ Strengthen access controls, security and compliance
- ▶ Give users the power to print from mobile devices
- ▶ Track activity and increase user accountability
- ▶ Add redundancy, ensuring printer availability
- ▶ Provide flexibility to deploy on-premises or as software as a service
- ▶ Introduce new functionality in a timely, cost-effective manner
- ▶ Also available for select third party devices

	SaaS	Traditional (On-Premises)	Serverless
<b>Print release</b>			
Automatic user registration	✓	✓	✓
Submit from print driver (File > Print)	✓	✓	✓
Submit from Lexmark Mobile Printing App	✓	✓	✓
Submit from email	✓	✓	✓
Submit from Lexmark Print Management web portal	✓		
Submit via AirPrint™		✓	
Print and keep	✓	✓	
Delete/delete all	✓	✓	✓
Print job delegation	✓	✓	
Color/mono print job identifier	✓	✓	✓
Automatic purge	✓	✓	✓
Set duplex default	✓	✓	✓
View jobs in print queue from the web portal	✓		
Add print jobs by drag-and-drop, change order of jobs in queue from the web portal	✓		
Third party device support		✓	✓
<b>Document accounting</b>			
Browser based	✓	✓	✓
Implement user quotas	✓	✓	
Track print, copy, scan activity, including embedded apps	✓	✓	✓
View reports	✓	✓	✓
Export data	✓	✓	✓
Graphical summary report	✓	✓	

<sup>1</sup>Sending a print job from the Lexmark Mobile Printing App requires iPhone® 3G or newer, devices running iOS 4.2 or later, or Android® devices running version 2.1 or newer. <sup>2</sup>Currently available only through Software as a Service (SaaS) deployment. <sup>3</sup>Lexmark Embedded Solutions Framework supported print devices or non-Lexmark PCL/PostScript printers equipped with a card reader and connected through a Lexmark Print Release Appliance. <sup>4</sup>Included in the price of the Lexmark Print Release solution. <sup>5</sup>Printing speeds, formatting and other characteristics may vary. <sup>6</sup>Additional license charge.

## Find out more

Call us at 888-403-2803 or contact your Lexmark representative today to learn more about **Lexmark Print Management**.



# Lexmark Solutions for K-12 School Districts

Lexmark solutions for K-12 school districts provide innovative document management, capture and workflow products that seamlessly integrate with your student information, administrative, human resources and other business systems. Powerful solutions like Perceptive Content instantly deliver the supporting documents your school district needs to effectively recruit and manage teachers, provide timely service to students, parents and employees and quickly complete daily tasks. Used by organizations worldwide, Lexmark solutions are certified by the most important people of all – our customers.

## Improve Productivity and Student Service

Managing too much paperwork inhibits the ability of school districts to effectively serve students, parents and employees and complete daily tasks on time. Lexmark solutions for education, including Perceptive Content, help schools overcome the time, financial and productivity costs associated with cumbersome paper processes.

Seamless integration with business systems in every department provides users with a direct connection to the supporting information they need to do their jobs well. An intuitive design tool allows administrators to map more efficient workflow that speeds student-focused and back office functions.

Timely implementation and the simplicity of Perceptive Content allow users to get up and running quickly. In addition, hands-on training equips customers to manage their document management projects in-house, minimizing total cost of ownership (TCO) even further. Increased productivity, faster student service and reduced overhead are just some of the ways this solution delivers a solid return on investment (ROI) to school districts.



## Human Resources

Perceptive Content puts the resumes, credentials, applications and other recruitment documents you need to quickly hire the best candidates just a click away. Seamless integration with HR and payroll systems gives your HR team a direct path to complete personnel records, facilitating timelier benefits and payroll information updates, responses to employee inquiries and completion of other processes.

## Financial and Procurement Services

Replacing paper-based processes with automated Perceptive Workflow expedites invoice and PO approval, allowing your organization to take advantage of early payment vendor discounts. Perceptive Content reduces many of the manual tasks associated with paper-based processes, boosting staff productivity.

## Curriculum and Instruction

Maintain accurate records of curriculum plans for each school throughout the district and monitor adherence. Easily gather and provide required information when requested to expedite accreditation.

## Student Information System

Provide employees district-wide with immediate access to attendance reports, transfer forms and other supporting data from SIS screens. By connecting teachers, counselors and administrative staff with students' complete educational histories, Perceptive Content helps school districts deliver quality service and informed educational guidance.

## Special Education

Store evaluations, medical records and correspondence in a secure student eFolder that is accessible instantly. Easily print documents to answer requests from parents and state Department of Education entities.

### Supporting Regulatory Compliance

Perceptive Content helps school districts satisfy the requirements of HIPAA and other federal and state mandates. Strong security features such as document-, user- and drawer-level privileges protect confidential information and routing documents electronically minimizes document loss.

### Benefits to All Departments

Perceptive Content is enterprise-ready, easily scaling to School Board/Superintendent, Extracurricular Activities and other departments. New users quickly embrace the simplicity of the solution, and with WebNow, the browser-based companion to Perceptive Content, employees in remote locations manage documents as if they're in the office.

### Others Promise, Lexmark Delivers.

#### Integrate With All Your Applications

Perceptive Content and WebNow integrate with all your existing applications, regardless of manufacturer or platform, providing direct access to scanned and other electronic documents.

#### Eliminate Costly Programming

Perceptive Content eliminates the cost of deployment and long-term maintenance of complicated programmatic integration and accommodates upgrades to your applications without additional financial investment.

#### Leverage Existing Infrastructure

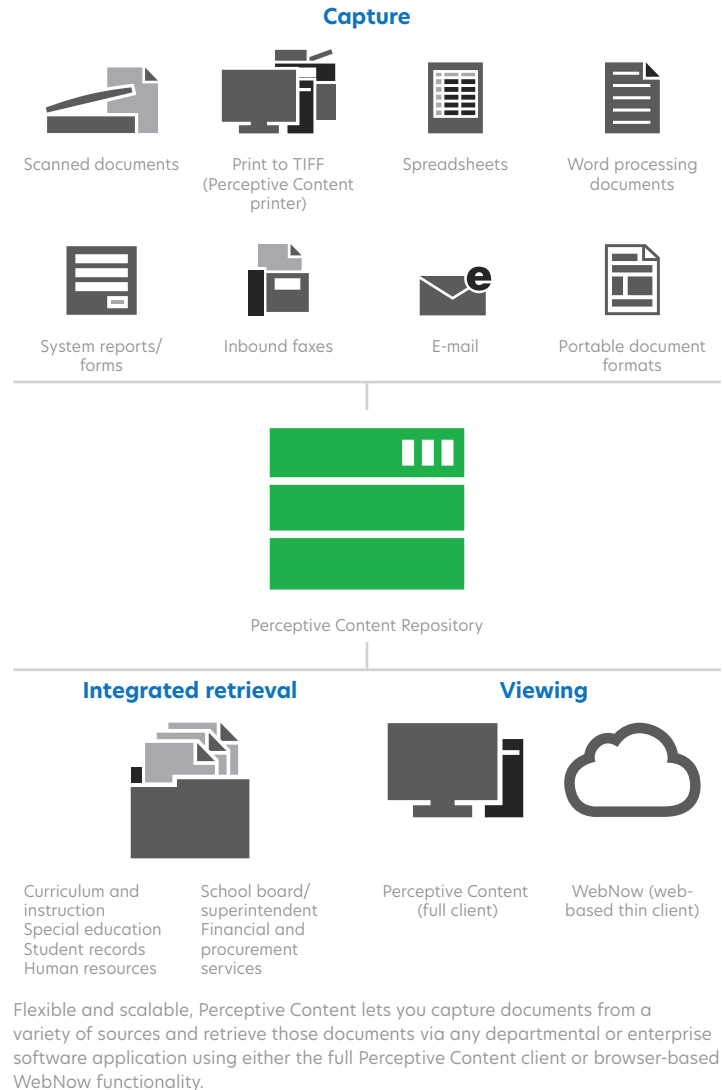
Perceptive Content effectively leverages your existing investment in applications, operating system, database and networking infrastructure.

#### Automate Your Business Workflow

Create workflow solutions that speed document-centric tasks. With one click, your staff completes processing activities, answers inquiries and resolves discrepancies in real time. These new efficiencies let you reallocate resources to other areas of your business.

#### Make Better Decisions

Remove obstacles to effective decision-making by electronically accessing documents at the point of need. Double-check the accuracy of transaction information or collaborate with colleagues using simultaneous document views, all while maintaining proper security levels to reinforce your compliance initiatives.



## Documents Just a Click Away

### HR

- Teacher credentials
- Applications
- Payroll statements
- Resumes
- Letters of reference
- W-4 forms
- Review reports
- Benefits information

### AP

- Invoices
- Purchase orders
- Contracts
- Receivers refunds
- Spreadsheets
- Vendor correspondence
- Price increase notices
- Checks

### SIS

- Immunization records
- Transfer forms
- Curriculum
- Grade changes
- Attendance reports
- Entrance exam scores

### Special Ed

- Evaluations
- Medical records
- Correspondence

### IEP

- Administrative
- Meeting agendas
- Minutes
- Extracurricular awards
- School recognition

## Be Independent

Lexmark ensures you are educated about your implementation, empowered to leverage your investment and independent from expensive service commitments.

## The Right Formula for Maximum ROI

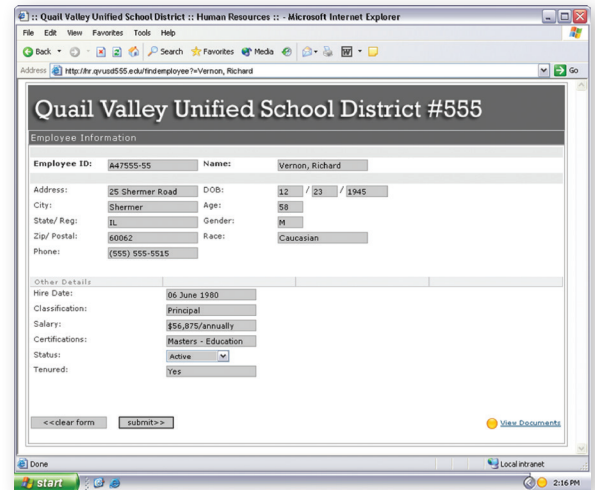
By combining these key elements, Perceptive Content delivers a customer-centric solution unmatched in affordability and scalability. Perceptive Content ensures a high return on your document imaging investment at the department level and as the solution grows enterprise-wide.

## Perceptive Content in Action

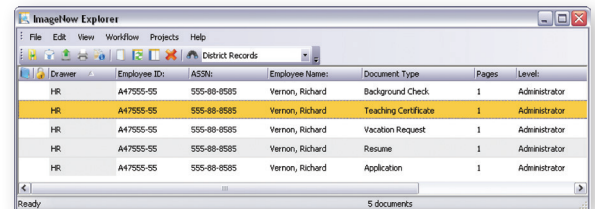
1. A state official calls with a question regarding the teaching certificate for Richard Vernon, a faculty member.
2. You find Richard's record in your HR application and click the Perceptive Content button.
3. Perceptive Content displays a list of Richard's documents, including the teaching certificate, which you select.
4. Instantly, you view the certificate and give the state official the information she needs.

More information: [www.lexmark.com/education](http://www.lexmark.com/education)

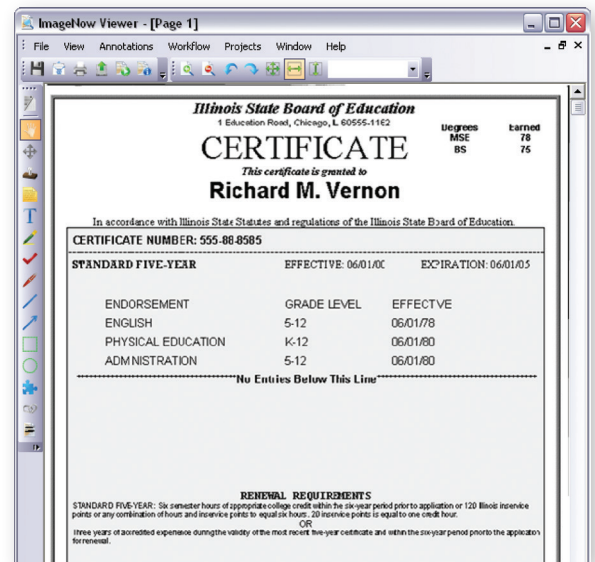
2



3



4





# Lexmark Testing Assistant

## Quickly and easily assess student skills

Ready to raise standards by lowering the cost and time barriers associated with preprinted test forms, manual pre-slugging and off-site scoring?

With Lexmark Testing Assistant, you can now afford to test your students more often and for less expense, without adding to your education team's workload.

The solution allows teachers to import class rosters, create test answer sheets, scan and grade completed tests, and export results to virtually any learning management system. This innovative functionality is available from the convenience of virtually any web browser and by leveraging the power of Lexmark multi-function printers (MFPs).



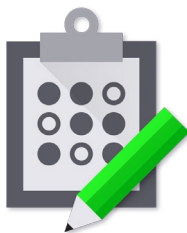
Accessibility



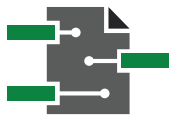
Test Answer Sheets



Grade Processing and Tracking



Testing Assistant



Advanced Grading Capabilities



Integration



Reports

Using the solution, educators can print their own test materials on affordable plain paper and scan the completed tests to automatically score them. Results are available in minutes, along with a variety of reports that can be used to accurately analyze student performance.

## Simplify and speed student assessment



**Print Tests:** The Print Test option enables you to download and print personalized answer sheets from your computer, and answer sheets can be printed on demand using plain paper to save even more time and money.



**Grade Tests:** Scanned completed answer sheets from the Lexmark MFP are sent directly to the cloud where tests are automatically processed.



**Create Summary Reports:** Prompt reporting capabilities help you respond to individual learning gaps or class comprehension issues, and the solution provides different reports that can be downloaded for more detailed reviews.

### Key Features

#### Accessibility



The solution is accessible from virtually any web browser on PCs, Macs and tablets, with nothing to install and no IT resources required. It also adheres to a full spectrum of security standards for a safer, more productive education environment.

#### Test Answer Sheets



Create personalized answer sheets with multiple choice questions, math grids and subjective questions for essays or write-in responses. You can also quickly design generic answer sheets with bubble-in student ID grids tailored for larger classes.

#### Grade Processing and Tracking



Automatic processing is handled in the cloud once tests are received from the Lexmark MFP. After the grading process, exception-based workflow occurs so teachers can review blank answers, resolve multiple responses and make corrections before grades are finalized.

#### Advanced Grading Capabilities



The solution allows for more than one correct response and sets question points for correct, incorrect and blank answers. Educators can set a test benchmark to quickly see which students achieve the desired score, and the solution provides scores on specific learning objectives or standards in addition to the overall test.

#### Integration



Users can quickly export raw data from CSV, Excel, Access and more to other formats for easy import into analysis applications. The solution also imports rosters listing student, teacher, class and test information for fast identification and tracking.

### Reporting tools for clear, actionable information

This powerful solution provides a variety of reporting options that can help educators close learning gaps through data-driven interventions. Reports include:

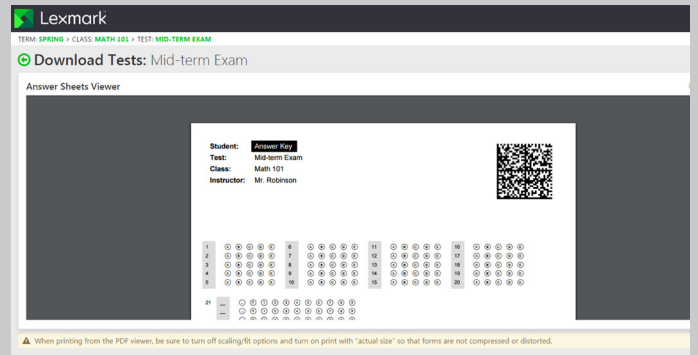
- ▶ Student Statistics Report
- ▶ Test Analysis Report
- ▶ Student Response Report
- ▶ Class Learning Objectives Report
- ▶ Student Achievement Report
- ▶ Condensed Test Report
- ▶ Item Analysis Report
- ▶ Student Grade Report
- ▶ Student Test Report
- ▶ Test Statistics Report
- ▶ Test Item Statistics Report



## Solutions for education

With the Testing Assistant, assessment tasks can be automated so educators spend less time on manual tasks and more time supporting students. Here's how it works:

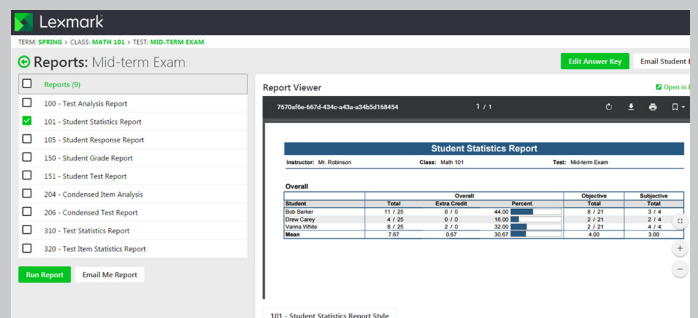
### 1 Create and print custom answer sheets



### 2 Send completed tests to the cloud from a Lexmark MFP



### 3 Grade, report and manage tests for all students and classes





### Fast and Affordable Testing Assistant

Lexmark Testing Assistant offers public and private institutions an affordable, hassle-free way to implement a Lexmark MFP-based assessment solution.

With the solution, you will:

- ▶ Save teachers time by eliminating manual grading
- ▶ Reduce expenses by creating personalized answer sheets, with no special paper required
- ▶ Deliver powerful functionality with easy-to-learn web interface available from most web browsers
- ▶ Provide comprehensive test analysis with built-in grading reports that show performance on tests



# Accessibility at Lexmark

Lexmark is committed to developing products, solutions and services that optimize the productivity of our customers with varying levels of abilities.

Operating multifunction products (MFPs) with a physical, sensory or cognitive challenge can be frustrating and unproductive – yet millions of workers face this situation every day. To succeed, users require more than a company's commitment to accessibility; they need flexible solutions that adapt to a user's unique needs and capabilities.

Lexmark can help. We understand the specific needs of people with varying levels of abilities. The Lexmark Accessibility Council seeks input from customers with disabilities to better understand their unique requirements. We visit our customers to discuss how our printing and software solutions can increase productivity in the workplace. We also meet with them to see how they currently use Lexmark solutions and to hear their ideas and suggestions for future solutions applications.

The Lexmark Accessibility Council has also established external relationships with accessible design experts and accessibility analysts, such as the American Foundation for the Blind (AFB), the American Printing House for the Blind (APH), and Bluegrass Council of the Blind (BCB). We draw on their insights to improve the design of future products and solutions. The result is innovative accommodations that make it easier to use our systems and address a variety of accessibility regulations and guidelines, including Section 508 and EN 301549.

By empowering employees with the tools they need to get the job done, you'll benefit from higher retention rates, lower turnover costs and increased productivity.

## Innovative solutions for users with impairments

### Lexmark Voice Guidance

Individuals with varying levels of abilities can interact with many Lexmark smart MFPs and printers in a convenient and effective way using the Lexmark Voice Guidance. With this feature, users can hear voice guidance prompts through the smart MFP or printer's built-in

speakers or a user-provided headset. When activated, Voice Guidance gives select Lexmark smart MFPs and e-Task printers additional functionality specified in the US Section 508 Refresh and European standard EN 301549.

### Lexmark Accessibility Solution

With Lexmark's innovative software, devices with touch screens are no longer limiting to users with impairments. The optional Lexmark Accessibility Solution is our web-based software that allows users to initiate copy, fax, email and scan jobs directly from their computer, tablet or mobile device as an alternative to the MFP touch screen.

Lexmark Accessibility Solution is designed to work with a wide range of assistive technology, including screen magnifiers and screen readers, allowing customers with varying levels of abilities to work independently. At the MFP, the user only needs to interact with the tactilely discernible numerical keypad to complete the task at hand.

### Lexmark Accessibility Speech Solution

The optional Lexmark Accessibility Speech Solution complements the Lexmark Accessibility Solution by providing audio feedback messages played over the printer's speaker to easily communicate status to the user. Read the Accessibility Solution and Accessibility Speech brochure to learn more.

With Lexmark Accessibility Solutions and Accessibility Speech Solution:

- ▶ Users achieve increased productivity when using the MFP
- ▶ Users can resolve many output issues on their own
- ▶ Administrators can choose from three sets of audio messages to tailor the MFP to the customer environment
- ▶ Administrators can record and load alternative voice files in any language or dialect



## Lexmark hardware features

Lexmark believes that improving product usability for those with varying levels of abilities creates a better user experience for all our customers. Accessibility is a key objective in every phase of the development process, and Lexmark has defined processes and methodologies to ensure our products and solutions are accessible. Your input has helped identify product design changes, as well as standard product features, that work together to enhance accessibility for every customer.

These capabilities are included in many Lexmark products:



### Adjustable display

Users can tilt the display to optimize the viewing angle.



### Lexmark Embedded Solutions Framework (eSF) application platform

A variety of solutions are supported by voice guidance, including Scan Center, Secure Held Jobs and Forms and Favorites.



### Tactilely discernible numeric keypad with on-device guidance

Raised and outlined buttons with tactile imprints help orient visually impaired users, while large, high-contrast icons, focus cursor and voice prompts guide users to perform common tasks using swipe navigation.



### Accessible height and reach

Applying universal design principles helps accommodate the height, reach and force needs of users.



### Headphone jack and volume controls

Workers can listen privately to voice prompts using the headphone jack.



### Paper tray adjustments

Users can adjust paper size in the automatic document feeder and paper trays with a fingertip.



### Magnification

Users with limited vision can magnify the user interface display by 200%.



### Lexmark Accessibility Solution

Users can create job tickets with their computer or smartphone while using assistive technology, such as the JAWS® screen reader. When they enter a shortcut on the printer's accessible numeric keypad, their job is released.

	MS310 Series	MS410 Series	MS510 Series	MS610 Series	MS610de	MS710 Series	MS810 Series	MS810de	MS812de	MS911 Series	CS310 Series	CS410 Series	CS510 Series	CS720 Series	CS725 Series	CS820 Series	C925 Series	C950 Series
Lexmark Accessibility Speech Solution									●									
Voice Guidance									*					●	●	●		
Swipe navigation														●	●	●		
Keyboard navigation									●					●	●	●		
AT Compatible print and scan drivers	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Accessible User Guides	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Magnification					●			●	●	●			●	●	●	●	●	●
Headphone jack (private listening)									*					●	●	●		
Tactile volume control														●	●	●		
Tilt adjustable display								●	●	●						●		
Display visible at 40" height	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Raised operator panel keys										●				●	●	●		
Raised operator panel icons on select keys														●	●	●		
Tray status indicators										●							●	
No pinch paper size adjustments																●		
Display brightness control					●	●	●	●	●	●			●	●	●	●	●	●
Reverse video mode					●			●	●				●				●	●
Op panel key repeat adjustable					●	●	●	●	●	●				●	●	●	●	●
Op panel double strike interval adjustable					●	●	●	●	●	●				●	●	●	●	●

● Standard on device

\*Optional: Feature available as a separate option

	MX310 Series	MX410 Series	MX510 Series	MX610 Series	MX710 Series	MX810 Series	MX910 Series	CX310 Series	CX410 Series	CX510 Series	CX725 Series	CX820 Series	CX825 Series	CX860 Series	X950 Series
Lexmark Accessibility Solution		●	●	●	●	●	●		●	●	●	●	●	●	●
Lexmark Accessibility Speech Solution		●	●	●	●	●	●		●	●					●
Voice Guidance				*	*	*	*			*	●	●	●	●	
Swipe navigation											●	●	●	●	
Keyboard navigation				●	●	●	●			●	●	●	●	●	
AT Compatible print and scan drivers	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Accessible User Guides	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Magnification				●	●	●	●		●	●	●	●	●	●	
Headphone jack (private listening)				*	*	*	*			*	●	●	●	●	
Tactile volume control											●	●	●	●	
Tilt adjustable display				●	●	●	●				●	●	●	●	
Display visible at 40" height	●	●	●	●	●		●			●	●	●	●	●	
Raised operator panel keys							●				●	●	●	●	
Raised operator panel icons on select keys											●	●	●	●	
Tray status indicators							●								
No pinch paper size adjustments												●	●	●	
ADF loaded sound and light	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Quick copy	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
OCR Scanning			●	●	●	●	●			●	●	●	●	●	●
Display brightness control		●	●	●	●	●	●	●	●	●	●	●	●	●	●
Reverse video mode				●	●	●	●		●	●					●
Op panel key repeat adjustable		●	●	●	●	●	●		●	●	●	●	●	●	●
Op panel double strike interval adjustable		●	●	●	●	●	●		●	●	●	●	●	●	●

● Standard on device

\*Optional: Feature available as a separate option

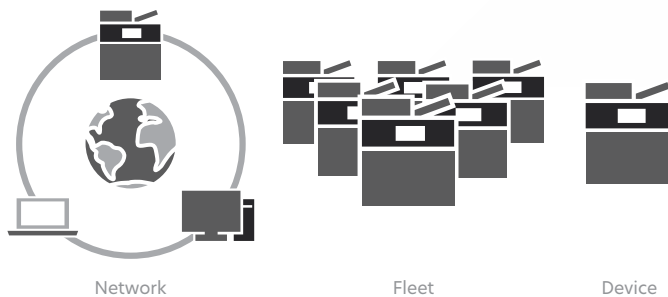


# Full-spectrum security

Malicious security attacks and inadvertent vulnerabilities can lead to costly compliance breaches and business-disrupting data loss. They can also take a human toll in frustration, loss of privacy, negative financial consequences and wasted time.

Securing an enterprise environment is complex and requires a comprehensive understanding of software, hardware, network architecture, the content traveling on the network, human factors, and each organization's specific security vulnerabilities and goals. And it requires expert knowledge and practical experience to translate theoretical security concepts into secure products and services.

## Lexmark security ecosystem



Lexmark understands the multi-faceted reality of security threats and responds with a holistic, systematic approach that encompasses the device, the fleet and the whole network infrastructure.

## Security by design

That's why Lexmark doesn't treat security as an afterthought or optional feature, but as an integral design and engineering goal, embedded in all our products and services.

Our understanding of network environments and relevant security threats, particularly in relation to printing, gives us the know-how to create unique solutions that secure your data in every possible way—a capability we've proven by working and overcoming security challenges in some of the most highly regulated organizations and industries on earth.

And our expertise pays off in concrete ways whether you manage your own printing infrastructure or rely on Lexmark Managed Print Services.

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## Keys to product security

- ▶ Secure access
- ▶ Network security
- ▶ Document security
- ▶ Secure remote management
- ▶ Security Solutions
- ▶ Hard disk security
- ▶ Standards and certifications

## Embedded security features and architecture

Security is built into every Lexmark product, with standard security features appropriate to each product's intended use and available options to fulfill special requirements. Our comprehensive approach to product security covers a full spectrum of security capabilities.

- ▶ **Secure access** features restrict who can use your devices and what they can do.
- ▶ **Network security** features protect devices from unauthorized access over network interfaces.
- ▶ **Document security** features keep your documents—whether physical or virtual—out of the wrong hands or views.
- ▶ **Secure remote management** provides a wide range of tools and device capabilities to effectively manage a fleet of networked laser printers and multifunction products.
- ▶ **Security solutions** enhance the security of Lexmark devices and your environment by meeting specific objectives like print release<sup>1</sup>, automatic security certificate and Secure Content Monitor.
- ▶ **Hard disk security** protects Lexmark printers and multifunction products that contain internal hard disks with a virtual shield to keep your organization's secrets.
- ▶ **Encrypted and signed firmware** ensures that only firmware created by Lexmark's systems can be installed on our devices.
- ▶ **Secure boot technology** validates that the firmware installed on the printer is genuine Lexmark firmware. Should non-genuine firmware be detected, users receive notification.
- ▶ **Continuous verification** ensures the firmware has not been tampered with during operation.

And we've proven our security expertise by meeting stringent government and industry standards and certifications, including Common Criteria and FIPS.

<sup>1</sup> optional

## The security ecosystem: Security and Managed Print Services (MPS)

While our embedded security features and product architecture help Lexmark smart MFPs lead the industry in defending your organization, consider the advantages of Lexmark Managed Print Services (MPS) as both a strategic information platform emphasizing security at every level:



**Holistic approach**—In the assessment, design and delivery of MPS, we utilize a proven methodology that focuses on security as a critical component of infrastructure optimization, proactive services and business optimization.



**Expertise**—Our security consultants and specialists work to develop policies and practices focused on output security in your unique environment, helping you to not just meet your specific goals, but get through the often-challenging change management curve.



**Continuous monitoring**—Our MPS tools and systems continuously monitor a deployed fleet, giving you not just security policy control, but enhanced visibility and alerts to events affecting the fleet.



**Technology ownership**—Lexmark owns all our core technology across services, solutions, software, hardware and firmware—the only MPS provider that does. Therefore, we can help ensure high security levels across all deployed solutions. That technology seamlessness reduces the risk of security holes between different platforms and technologies.

So Lexmark Managed Print Services are more than built around a smart MFP ecosystem. They actually form a security ecosystem.

Learn more at [http://www.lexmark.com/en\\_us/solutions/security.html](http://www.lexmark.com/en_us/solutions/security.html)



## SAMPLE SOW

*This SOW contains sample sections that may be applicable to a Lexmark offering. Sections that are not part of Customers requirements will be removed prior to finalizing the SOW. The document will be necessary for customers who want a large scale Managed Print Services engagement from Lexmark.*

### EXHIBIT A

#### STATEMENT OF WORK for MASTER SERVICE AGREEMENT between

**INSERT LXX COMPANY ENTITY NAME.**

and

**INSERT CUSTOMER NAME**

The following Statement of Work is intended to be one of several Statements of Work to become effective under the Master Service Agreement between Lexmark International, Inc ('Lexmark') and \_\_\_\_\_ ('Customer') dated \_\_\_\_\_ (the "Agreement"). Each Statement of Work, in conjunction with the terms of the Agreement shall constitute a separate agreement, distinct from any other. The terms of the Statement of Work shall not apply to or become part of another Statement of Work, except that the terms of the Agreement shall pertain to all.

#### 1.0 DEFINITIONS

"Actual Volume" means the number of printed Pages actually produced on a Managed Output Device in accordance with this Agreement.

"Assessment Services" means those services as described in Section 4.0 of this Statement of Work.

"Business Day" means the time between \_\_\_\_\_, in the time zone where the work is being performed, on any day (other than a Saturday or Sunday or agreed upon holiday provided in writing each year of the Initial Term), unless otherwise specifically agreed herein.

"Consumables" means Lexmark toner cartridges and other supply items, excluding Media.

"Customer Locations" means the locations listed in Attachment B to this Statement of Work.

"Deployment and Governing Principles" means as defined in Section 4.0.

"Effective Date" means **INSERT MONTH** \_\_ **INSERT YEAR**

"Existing Devices" means existing Customer printers and multi-function devices not provided to Customer under this Agreement.

"Install Protocol" means installation partner has confirmed installation of Output Device is complete in accordance with Section 6.7.

"Initial Term" means as defined in the Master Service Agreement.

"Lexmark Data Collection Manager" (LDCM) means the hardware and software used by Lexmark for the collection of printer information.

"Managed Output Device(s)" means those networked Output Devices and Existing Devices subject to the Services as described herein.

"Media" means paper, check stock, transparencies, labels, envelopes, and any other item not included in the definition of Consumables, as outlined above.



## SAMPLE SOW

“Meter Read” means the life time page count information that is obtained from each Managed Output Device.

“Operational Readiness” means the date that Lexmark is operationally ready to perform asset management, Consumables, and maintenance services on Managed Output Devices.

“Output Device(s)” means new Lexmark printers and multi-function devices provided by Lexmark or Lexmark authorized agents under this Agreement.

“Page” means a simplex image on a single sheet of paper.

“Price per Page” means a price per Simplex image made on a Managed Output Device.

“Printer Drivers” means the required Printer Drivers to support Output Devices.

“Consumables Management” shall mean as describe in **Section \_** of this SOW.

“Recurring Charge” means the **monthly or quarterly** charge specific to a Managed Output Device billed by Lexmark and to be paid by Customer during the Initial Term.

“Services” means those services as described in Section 2.1 of this SOW.

“Simplex” means print on one side of a Page.

“Staging” means space provided by the Customer, at the same site of installation of the Output Device.

“Yield” means the number of Pages that are capable of being printed from a single toner cartridge as determined by Lexmark specifications.

## 2.0 SERVICES OVERVIEW

**2.1** Lexmark will assist Customer in **INSERT NAME OF CUSTOMER PROGRAM HERE** across Customer Locations. In support of this effort, Lexmark will provide Output Devices, Consumables, and Services as defined herein and in accordance with the Agreement and this Statement of Work to Customer. The Services to be provided by Lexmark include the following:

- a) Governance
- b) Assessment Services
- c) Management of Existing Devices
- d) Implementation Services
- e) Driver Deployment
- f) Training Services
- g) Asset Management Services
- h) Proactive Consumable Management
- i) Maintenance Services
- j) Site Management
- k) Solutions

## 3.0 GOVERNANCE

**3.1** Project Governance

## SAMPLE SOW

- 3.1.1 Lexmark may, in the normal course of business, use subcontractors or agents to provide any or all of the Services outlined herein.
- 3.1.2 Lexmark will appoint a project manager as the primary point-of-contact to Customer for coordination of Output Device installation and implementation of Services and a Customer Operations Manager (COM) for the ongoing delivery of Services during steady state. Customer shall appoint a project manager as the primary point-of-contact to Lexmark for coordination and delivery of these Services.
- 3.1.3 Services will be implemented in an agreed upon timeframe utilizing an agreed upon project plan. The project managers for each Party shall agree upon the project plan. It is Lexmark responsibility to schedule the Customer contract launch meeting for an agreed upon time, date and location. As part of the project plan, Lexmark will assist Customer in developing a communication strategy whereby Customer will communicate program elements and benefits to Customer users. All changes to the project plan or the Services will be governed by the Change Control Process as defined in [Section 3.5 and 3.6](#).
- 3.1.4 The agreed upon project plan will detail a planning phase, which is representative of the time required for Lexmark and Customer to set up the infrastructure and processes in order to get to Operational Readiness. It is contemplated that Operational Readiness will occur within        days from the Effective Date.
- 3.1.5 The Parties may desire to modify the scope of effort herein during the Initial Term of the Agreement. The Party desiring to modify this SOW shall fill out and submit to the other Party, a Change Request Form substantially as outlined in Attachment C hereto. The Change Request Form shall describe the required change, the reason for the change and the effect the change is expected to have on the project.
- 3.1.6 Completed Change Request Forms should be submitted from the requesting project manager to the project manager of the other party for review and consideration. Customer and Lexmark agree to review the proposed modification and will either accept, modify or reject the requested change within five (5) Business Days. Authorized representatives of Customer and Lexmark must agree in writing on any adjustment in price resulting from an agreed upon change in scope, prior to implementing the change.
- 3.1.7 Customer agrees to participate in Lexmark deployment survey process in order to provide feedback on Lexmark performance.

### 3.2 Steady-State Governance

- 3.2.1 Lexmark governance process includes monthly operational summaries of performance as well as strategic business reviews
- 3.2.2 As this agreement includes multiple geographies, global governance will be provided by the lead country. Local governance will only be provided in these countries...
- 3.2.3 In order to provide contract adherence and performance status to the Customer under this SOW, Lexmark will provide asset management performance reporting in accordance with details in Attachment D – Standard Reporting Package, and present the prior month's operational summary (MOS package) monthly.
- 3.2.4 Customer requests for reports outside the Lexmark defined standard monthly reporting shall be evaluated by Lexmark. Customized reports are subject to additional charges.

## SAMPLE SOW

3.2.5 In order to provide continuous improvement to Customer under this SOW, Lexmark will conduct Strategic Business Reviews ("SBR") in order to identify and implement improvements. Discussion topics in a SBR may include:

- a) Understand and align with Customer's strategic goals and directions
- b) Share industry trends and best practices
- c) Performance and project dashboard reporting
- d) Identify and prioritize new projects to achieve the aligned strategic goals
- e) Value contribution history
- f) Key accomplishments
- g) Executive scorecard review
- h) Sustainability
- i) Work flow solutions
- j) Business case review
- k) Lexmark scorecard
- l) Annual review of MPS Process Analytics as outlined in Attachment G

3.2.6 Customer agrees to participate in Lexmark SBR. This requires Line of Business and Process Owners attendance to discuss business process optimization opportunities. ~~and~~ Customer also agrees to participate in annual customer satisfaction survey process in order to provide feedback on Lexmark performance.

## 4.0 ASSESSMENT SERVICES

4.1 Lexmark will develop recommendations on how Customer may effectively transition from its current output environment to a desired future state. Lexmark assessments will apply an agreed upon set of Deployment and Governing Principles to the Customer Locations, Existing Devices, and data points covered by the scope of this Agreement. Deployment and Governing Principles for future state design will consider such factors as:

- a) Rule of Availability
- b) Proximity to Users
- c) Total Cost of Ownership
- d) Physical Layout
- e) Work Environment
- f) Key Applications
- g) People to Device ratio
- h) Volume

4.2 Lexmark will perform Assessment Services for all Customer Locations listed in Attachment B. Physical site surveys will be conducted at specific Customer Locations specified as "On-Site" in Attachment B on a schedule to be determined and agreed to in writing by and between Lexmark and Customer in the project plan (Section 3.3). Remote surveys may be conducted in lieu of physical site surveys at Customer Locations specified as "Remote" in Attachment B or where mutually agreed. Lexmark will provide to Customer the deliverables as outlined in Section 4.3.

4.3 For On-Site assessment locations, Lexmark shall:

- a) Collect specific data points relative to the Customer Locations, Existing Devices and network infrastructure,
- b) Map locations of in scope Existing Devices,
- c) Analyze the information collected from the Existing Devices and information collected by Customer relevant to Existing Devices. If actual or reliable data is not readily available, various estimation methods may be used to complete the survey,
- d) Generate future state recommendations for Output Device type, placement, and count based on Deployment and Governing Principles,

## SAMPLE SOW

- e) Perform on-site work with Customer's personnel participation during Customer's normal Business Day hours unless prior arrangements are made with Customer and Lexmark.

### **4.4** For Remote assessment locations, Lexmark will:

- a) Assist Customer in defining process to collect data on Existing Devices (i.e. surveys, software, phone interviews, etc.),
- b) Analyze Customer provided data on Existing Devices; if actual or reliable data is not readily available, various estimation methods might be used to complete the survey,
- c) Generate future state recommendations for Output Device type, placement, and count based on Deployment and Governing Principles.

### **4.5** Customer will perform the following in relation to Assessment Services:

- a) All tasks reasonably necessary to enable Lexmark access to Customer Locations or information necessary to perform Assessment Services,
- b) Provide points of contact with whom Lexmark will conduct site visits,
- c) Provide headcount for each Customer Location,
- d) Current State Floor Plans – Customer will provide Lexmark with current floor plan maps which specify office and cube locations for all in scope locations and floors. The floor plans shall (i) when possible, clearly label the location of current power outlets, data jacks, and voice jacks, and (ii) be provided in electronic format,
- e) Future State Approval – Customer will define (with Lexmark assistance) and conduct approval process for submitted future state plans. The definition will include who is involved in approvals (by role, not name), turnaround time for approvals, and exception policies. Customer will conduct the approval process in the mutually agreed upon time frames and provide formal sign off on future state,
- f) Site Validation - Customer will define (with Lexmark assistance) and conduct the validation process. Customer will verify space, furniture, network and power requirements for the installation location of each future state Output Device. Customer shall notify Lexmark of any required changes to the installation location of future state Output Devices (moves, additional furniture required, etc). Customer will then perform any work required to ensure network and power requirements are met prior to installation,
- g) Site Readiness - Customer will notify Lexmark project manager that all necessary validation work has been completed and the Customer Location is ready for Lexmark to install.

## **5.0 MANAGEMENT OF EXISTING ENVIRONMENT**

**5.1** Upon Operational Readiness as described in Section 3.4, Lexmark shall manage eligible Existing Devices as Managed Output Devices, until such time that Customer Locations are moved into the future state as outlined in Section 4.0 and within the timeline as mutually agreed upon between the Parties as detailed in the project plan. Services for Existing Devices as Managed Output Devices shall include Asset Management Services, Consumables Management Services, and Maintenance Services as described in this SOW.

**5.2** Pricing is predicated on Existing Device eligibility for inclusion as Managed Output Devices

**5.2.1** Prior to Operational Readiness, Lexmark and Customer will agree on which Existing Devices are eligible to be Managed Output Devices. Existing Devices eligible to be Managed Output Devices are based on the following criteria:

- a) Customer and Lexmark performing responsibilities described in this Section 5.2
- b) Existing Device pricing being included in this SOW
- c) Existing Devices are in good working condition

## SAMPLE SOW

- d) Existing Devices, Consumables, and Software and Solutions included on Lexmark supported listing

### 5.2.2 Customer will:

- a) Provide Lexmark with Existing Device data in accordance with Asset Management Services Section 9.1
- b) Provide Lexmark with a twelve (12) month service call history of Existing Devices under consideration to be eligible for Services within ten (10) Business Days from the Effective Date.

### 5.2.3 Prior to Operational Readiness, Lexmark will:

- a) When technically possible, utilize LDCM to view lifetime page counts on applicable Existing Device
- b) Analyze Existing Device service call history provided by Customer
- c) Based on analysis of page count data and service call history, provide Customer with recommended list of Existing Devices to be included as Managed Output Devices upon Operational Readiness. For example, in accordance with industry standards, Lexmark may recommend to exclude Existing Devices with exceedingly high lifetime page counts or high service call rates.

**5.3** Prior to Operational Readiness, Customer shall be responsible for supporting Existing Devices

**5.4** In the event that Existing Devices have the same service issue three (3) times in a sixty (60) day period after Operational Readiness, Customer agrees to replace the Existing Device with an Output Device of equivalent capability as mutually agreed upon by both Parties.

## 6.0 IMPLEMENTATION SERVICES

**6.1** Customer will provide Lexmark with written authorization in the form of a purchase order as described in **Section XX** to begin Implementation Services including the provision of all Output Devices.

**6.2** The locations and timing of the installation during Business Days will be agreed to in writing between the Customer and Lexmark. Customer will provide Lexmark with contact details of all key personnel responsible for implementation at each individual Customer Location.

**6.3** If Customer delays, postpones, reschedules, or cancels any scheduled installation with ten (10) Business Days or less notice, Customer will be invoiced for any charges incurred by Lexmark on a pass-through basis.

**6.4** Lexmark pricing is predicated, in part, on the project plan's assumed duration of **XX Months** for the installation of Output Devices and the implementation of the Services as defined herein. Should Customer delays significantly extend the duration of the installation and implementation activities, Lexmark reserves the right to charge for the provision of additional project management support.

**6.5** Lexmark will be responsible for:

- a) Delivery of the Output Devices to Staging area, and then to each Output Device's designated location within the same building,
- b) Assembly of the Output Devices,
- c) Testing of the Output Devices by printing a test/setup page,
- d) Installation of the IP address and/or hostname provided by Customer,
- e) Connection of the Output Devices to the network,

f) Dunnage and pallet removal,

**6.6** Customer will be responsible for:

- a) Supplying Lexmark with appropriate documentation and/or contact(s), at each site as specified in [Attachment B](#), responsible for coordinating installation of the Output Device and knowledgeable of new Output Device locations in accordance with the approved future state as outlined in Section 4.0 in order for Lexmark to perform the installation(s)
- b) For preparing the physical site for the installation of Output Devices including providing required electrical requirements - i.e. 110V/220V 20 amp circuit, appropriate network cables and phone cables; appropriate network drops and fax line located near and for the networked Managed Output Devices; and an appropriate, structurally sound surface upon which to place the Managed Output Device,
- c) Payment of all subsequent transportation, logistics and/or restocking charges for additional shipping, delivery, and/or storage should Customer refuse delivery at any Customer Location,
- d) Supplying a Staging location at each Customer Location designated for Output Device installation, where Output Devices can be unboxed, assembled, configured and potentially tested at least five (5) Business Days prior to the start of the installation. Such space shall be of appropriate square footage to accommodate the number of Output Devices designated for installation at that location. Staging is also applicable to the Existing Customer Equipment being deinstalled at the time of Output Device installation.
- e) Supplying IP address and/or hostname details, to Lexmark in writing no later than five (5) Business Days prior to the first installation of Output Devices, and no later than five (5) Business Days prior to any subsequent installations,
- f) Installation of the printer queues and Printer Drivers,
- g) Customer shall sign and provide to Lexmark, the site readiness document as specified in the project plan.

**6.7** For the purpose of implementing an “Install Protocol” to begin Services, Customer shall acknowledge acceptance of installation and asset information at time of install. Lexmark will ask Customer to sign a Lexmark-provided acceptance document at point and time of install. Dependent upon the nature and length of the implementation, Customer will be provided a report of installed Output Devices upon completion of the rollout.

**6.8** De-installation & Disposal Services for Existing Devices:

**6.8.1** Lexmark will, as directed by Customer:

- a) De-install Existing Devices as specified in writing by make and model,
- b) Package the specified Existing Devices in packaging provided by Customer,
- c) Move the specified Existing Devices to a Staging location at or near where the Output Device was delivered, within the same building,
- d) Ship specified Existing Devices to their desired disposition location within twenty (20) Business Days of de-installation,
- e) De-installation is assumed to be a quantity of Existing Devices equal to a one to one (1:1) ratio with Output Devices being installed. De-installation of Existing Devices in a quantity above a 1:1 ratio is available at an additional price.

**6.8.2** Customer will:

- a) Supply Lexmark with appropriate documentation and/or contact indicating the location of Existing Devices to be deinstalled,
- b) Provide packaging materials at de-installation location,
- c) Delete print queues and printer drivers from de-installed devices, customer workstations, and/or servers
- d) Any other tasks required for de-installation or disposition.

- 6.9** At the expiration or termination of the term of an Output Device, Customer will ship the Output Devices to disposition locations specified by Lexmark within twenty (20) Business Days of de-installation.

## **7.0 DRIVER DEPLOYMENT**

- 7.1** With respect to Printer Drivers:
- a) Lexmark will provide the Print Driver(s) and recommended Printer Driver('s) configuration for Customer,
  - b) Customer will be responsible for distributing the Print Driver(s) to the appropriate workstations,
  - c) Customer will be responsible for all workstation software including the loading of Printer Driver(s) for Managed Output Devices and Existing Devices.

## **8.0 TRAINING SERVICES**

- 8.1** Prior to installation of Output Devices, Lexmark will provide Frequently Asked Questions (FAQ) and Quick Reference Guide (QRG) documentation on Output Devices in electronic format for Customer to distribute to end users.

### **8.2 End User Training**

- 8.2.1 Time of Installation Training. Lexmark will provide a fifteen (15) minute training session at each Customer Location at the time of installation where Output Devices have been installed to include; basic operational functionality of the Output Devices, toner and paper replenishment, walkup fax and copy and how to print an Output Device test/setup Page.
- 8.2.2 Day Two (2) Support. For Customer Locations where installation occurs after Business Day hours, Lexmark will provide end user training as described in [REDACTED] on the following Business Day.
- 8.2.3 Customer shall ensure that all appropriate personnel will attend and actively participate in the training.

### **8.3 Help Desk Training**

- 8.3.1 Lexmark will provide:
- a) Training in the local language
  - b) Training scheduled for XX sessions, to be conducted in XX hours each,
  - c) Training covering basic functionality and troubleshooting of Managed Output Devices,
  - d) An introduction to the use of MarkVision Enterprise (MVE),
  - e) Soft-copy, leave-behind materials including troubleshooting scripts.
- 8.3.2 Customer will provide
- a) At least ten (10) Business Days' notice to allow for the creation of custom training materials,
  - b) Access to at least one each of the Managed Output Devices,
  - c) PC projection system,
  - d) Access to LAN connectivity with internet access,
  - e) Access to webinar software,
  - f) Conference room space appropriate for the number of attendees.

8.3.3 Should Customer require provision of leave behind materials in hard copy form, Lexmark shall charge Customer at actual cost for provision of such hard copy.

8.4 Training requested in addition to that outlined in Sections 8.2.1 and 8.3.1 can be provided at an additional charges.

## 9.0 ASSET MANAGEMENT SERVICES

9.1 Customer will provide, in electronic format, to Lexmark the data which is necessary for Lexmark to build the asset management database for all Managed Output Devices. Customer will provide such data to Lexmark within ten (10) Business Days of the Effective Date. Managed Output Device data Lexmark requires assistance with include, but are not limited to:

- a) Customer hierarchy level data,
- b) Customer Location physical address information,
- c) Key contact information including email and phone numbers,
- d) IP address or Host name.

9.2 For Existing Devices that are to be Managed Output Devices, Customer will also provide the following data elements within ten (10) Business Days of the Effective Date. For Output Devices self-installed by Customer, the following data elements will also be required, within seven (7) Business Days of installation:

- a) Serial number,
- b) Asset tag identifier,
- c) Physical address of the device,
- d) Starting page count
- e) Contact information at the device level.
- f) Twelve (12) month Service History

9.3 Lexmark cannot provide Services until Customer fulfills obligations as outlined in Section 9.1 and upon Operational Readiness.

9.4 Lexmark will provide Customer, each month, with Lexmark defined standard monthly asset reporting in accordance with the details in Attachment D.

9.5 Customer is responsible for and will notify Lexmark in writing of all Managed Output Device relocations, removals, and changes within five (5) Business Days of such device change in accordance with a form provided by Lexmark.

## 9.6 DATA COLLECTION MANAGER

9.6.1 Lexmark's ability to provide the Services as described herein, requires the full functionality of the Lexmark Data Collection Manager (LDCM). Lexmark's ability to provide Services requires that all Managed Output Devices are attached to the network where the LDCM will reside. Customer agrees to actively assist Lexmark in its efforts to deploy the LDCM such that it is fully functional within twenty (20) Business Days of the Effective Date. When technically possible over Customer's network the LDCM will electronically capture, Meter Read information, network address, device alerts including toner low messages, and serial number for all Managed Devices configured for automated data collection in the Lexmark asset management system.

9.6.2 Customer and Lexmark agree to install LDCM on a dedicated computing platform meeting the minimum specifications as outlined in the LDCM Reference Guide. If a virtual hardware platform is implemented, at the time of any incident affecting the operations of LDCM Lexmark and Customer will attempt to resolve the incident and if



## SAMPLE SOW

unable to, LDCM will be installed on network connected hardware. Customer will either obtain support from Lexmark on that platform if the issue is replicated, or make the move to the network connected hardware permanent if the issue is not replicated.

- 9.6.3 Customer acknowledges and understands that at the time of any incident there may be a potential loss of or delay in the provision of Services to Customer as provided by Lexmark pursuant to this Agreement as LDCM is a critical component in the provision of such Services. Accordingly, until such time that an incident is resolved all affected Services to be provided by Lexmark under this Agreement will be supplied by Lexmark on a commercially reasonable basis and any service levels contained in this Agreement relating to the provision of the Services will not apply.
- 9.6.4 The continuation of Services may require manual processes to be implemented by both Customer and Lexmark upon mutual agreement. Any changes will be addressed using the change control process as described in [Section 3.1.6](#) above.
- 9.6.5 Prior to the installation of LDCM on a virtual hardware platform, a defined test period will be determined by the Parties. The performance of LDCM will be monitored by Lexmark and Customer will be advised in writing of any issues or problems found by Lexmark during this period such that Customer has an opportunity to address these prior to actual implementation.
- 9.6.6 Lexmark does not license the LDCM to Customer or any subcontractor of Customer and Customer agrees to not use, copy, decompile, distribute, or otherwise disclose such LDCM and to ensure compliance of any Customer subcontractor to this provision.
- 9.6.7 Customer will provide Lexmark with secure remote access to the LDCM for Lexmark to perform troubleshooting and maintenance tasks. Customer will provide Lexmark outbound access to the internet from this hardware via port 443 to transmit data to the Lexmark operations team via HTTPS. Customer will also provide Lexmark physical access to the hardware.
- 9.6.8 Firewalls, if any, within the Customer network may require the installation of additional LDCM hardware since a single hardware solution may not be able to query Managed Devices across the firewall(s). Lexmark will be responsible for aggregation of data if the information has to be collected on multiple instances.
- 9.6.9 Customer acknowledges and understands that Lexmark in the normal course of business will release updated versions of the LDCM software. Customer agrees to assist Lexmark in maintaining the LDCM(s) in Customer's environments such that the version of LDCM software in place is no more than two revisions downlevel.
- 9.6.10 Customer acknowledges and understands that Lexmark in the normal course of business will release updated versions of embedded firmware for the Managed Output Devices. If the embedded firmware version is limiting Managed Output Device functionality or preventing Lexmark from providing the services agreed upon, the Customer agrees to assist Lexmark in updating the embedded firmware of the Managed Output Devices.

## 10.0 CONSUMABLES MANAGEMENT (Automated Order Generation Process)

### 10.1 Lexmark will:

- a) When technically possible, detect the need for Consumables for Managed Output Devices via the LDCM,

- b) Validate the alert against a set of business rules ensuring Consumables are ordered and shipped only for Managed Output Devices avoiding duplicate orders,
- c) Provide a manual order process for Managed Output Devices via Lexmark web portal in the event automated order generation is not technically possible.

**10.2** Customer will:

- a) Provide Lexmark updated contact information for the key supplies contacts for the duration of the Initial Term of this Agreement,
- b) Receive all Consumables and install them in the Managed Output Devices at Customer Locations,
- c) Utilize only Lexmark-branded Consumables during the Term of this Agreement,
- d) Return all used toner cartridges to Lexmark for recycling as cartridges are licensed for one use by Customer,
- e) Return all used toner cartridges to Lexmark via the Lexmark Cartridge Collection Program.
- f) Not grant, bargain, sell or otherwise convey toner cartridges provided by Lexmark to any third party.

**10.3** Industry standard toner cartridge Yields are based on ISO (International Organization of Standardization) standards governing yield calculations (five percent (5%) coverage of a Page). On a monthly basis, Lexmark will compare toner shipped against Actual Volume produced on Managed Output Devices and report any differences to Customer. On a semi-annual basis during the Initial Term or any Renewal Term of the Agreement, Lexmark will bill and Customer will pay an additional fee equal to the amount of such excess Pages multiplied by the Price per Page for the applicable Managed Output Device, as indicated for each Managed Output Device in Attachment A. This reconciliation will also be performed at the expiration or termination of this Agreement and any amounts due to Lexmark based on the reconciliation will be paid by Customer to Lexmark in accordance with the terms of this Agreement.

10.3.1 Color devices are subject to the same reconciliation process for each of the four color cartridges utilized.

**11.0 CONSUMABLES MANAGEMENT (Manual order generation process)**

**11.1** Customer will:

- a) Be responsible for placing orders for Consumables as needed for the Managed Output Devices via the Lexmark web portal,
- b) Receive and install all Consumables in the Managed Output Devices,
- c) Utilize only Lexmark-branded Consumables during the Term of this Agreement,
- d) Return all used toner cartridges to Lexmark for recycling as cartridges are licensed for one use by Customer,
- e) Return all used toner cartridges to Lexmark via the Lexmark Cartridge Collection Program.
- f) Not grant, bargain, sell or otherwise convey toner cartridges provided by Lexmark to any third party.

**11.2** Lexmark will:

- a) Ship Consumables for Managed Output Devices based on orders received via Lexmark web portal.

**11.3** Industry standard toner cartridge Yields are based on ISO (International Organization of Standardization) standards governing yield calculations (five percent (5%) coverage of a Page). On a monthly basis, Lexmark will compare toner shipped against Actual Volume produced on Managed Output Devices and report any differences to Customer. On a semi-

annual basis, in MONTH and MONTH during the Initial Term or any Renewal Term of the Agreement, Lexmark will bill and Customer will pay an additional fee equal to the amount of such excess Pages multiplied by the Price per Page for the applicable Managed Output Device, as indicated for each Managed Output Device in Attachment A. This reconciliation will also be performed at the expiration or termination of this Agreement and any amounts due to Lexmark based on the reconciliation will be paid by Customer to Lexmark in accordance with the terms of this Agreement.

11.3.1 Color devices are subject to the same reconciliation process for each of the four color cartridges utilized.

## **12.0 MAINTENANCE SERVICES**

**12.1** Lexmark will provide to Customer a next Business Day on-site restore (where available) Maintenance Service support model for Managed Output Devices.

**12.2** Customer will:

- a) Utilize Customer help desk to determine if the problem is a Managed Output Device problem,
- b) Log all Managed Output Device incidents in Customer help desk ticket system,
- c) Resolve issues not directly related to Managed Output Devices without Lexmark assistance,
- d) Clear all paper jams
- e) Escalate the calls that cannot be resolved by phone to the Lexmark Help Desk providing all information captured in the Customer's Help Desk including, but not limited to, the following:
  - o Serial number of device
  - o Model type of device
  - o Error code message as seen on the user panel on the device
  - o Clear written description of the fault found in local language
- f) Participate in the Managed Output Device diagnosis process with the Lexmark Technical Support center,
- g) For Managed Output Device exchanges, remove all options and supply items and pack the original Managed Output Device in the packaging carton which contained the exchange Managed Output Device and arrange for pick-up of the original Managed Output Device,
- h) Reinstall options and supply items in the new Managed Output Device,
- i) Have the option of calling the Lexmark Technical Support Center for assistance with options and supply items.
- j) Provide suitable on site access to Service Technician

**12.3** Lexmark will provide the Maintenance Service for Managed Output Devices and will:

- a) Provide a toll free and designated call routing number to Customer for Maintenance Services,
- b) Staff the toll free number as described above or if Lexmark is not reached live, call back the Customer contact requesting Maintenance Service,
- c) Determine the specific cause of the Managed Output Device problem,
- d) Initially, provide for telephone resolution of the problem, or
- e) Schedule technician arrival on-site the next Business Day, (where available),
- f) Resolve technical issues through on-site repair or,
- g) Replace the Managed Output Device at Lexmark discretion,
- h) Be responsible for the shipping charges related to the exchange and the return of the original Managed Output Device replaced,

- 12.4** End of Service Life: “End of Service Life” (EOSL) means the date upon which Lexmark will no longer have spare parts available and will no longer be able to provide Maintenance Services. Lexmark has determined that certain models of the Existing Devices will reach the End of Service Life within the Initial Term of this Agreement. **Table XX** below displays the individual models, their part numbers and the End of Service Life date beyond which Lexmark is unable to provide Maintenance Services. Should Customer want to replace Existing Devices with new Output Devices, Lexmark will work with Customer to develop the hardware acquisition method and pricing, determine scope of work effort for de-installation of Existing Devices and installation of new Output Devices and associated project management support. Work effort will be documented using the Change Request Process as described in **Section \_\_\_\_\_**

**Table (a):**

<b>12.5</b> Model	<b>12.6</b> Part Number	<b>12.7</b> EOSL Date

- 12.5** For calls received prior to the local cutoff time (related to location of the Managed Output Device), where Lexmark is unable to resolve via phone, Lexmark shall dispatch a service technician to Customer Location for next Business Day arrival to repair or replace the relevant Managed Output Device. For calls received after the local cutoff time, Lexmark will dispatch a service technician for arrival on the second (2<sup>nd</sup>) Business Day to repair or replace the relevant Managed Output Device.
- 12.6** Lexmark reserves the right to service exchange Managed Output Devices with new or refurbished Output Devices. All shipments for service exchange of Managed Output Devices will be based on the availability of replacement Output Devices and shall be shipped to Customer via the most expedient means available; Lexmark will arrange for courier-service pick up of the original Managed Output Device for shipment to Lexmark.
- 12.7** If the Managed Output Device includes features, the Maintenance Service covers the features only when installed on the Managed Output Device model for which they were designed.
- 12.8** Next Business Day restore service is not available in all areas. Locations where Lexmark cannot provide a next Business Day service response are listed in Attachment XX along with the service level commitment.
- 12.9** Maintenance Service is not a guarantee of uninterrupted or error-free functioning of Managed Output Devices. Maintenance Service does not include repair of failures caused by use not in conformance with Lexmark published specifications or by non-authorized parties.
- 12.10** Hot Swap Program
- a) Lexmark will provide XX (XX) Managed Output Device(s) to be used by Lexmark as a “hot spare” device in support of Lexmark’s management of Maintenance Service.
  - b) Lexmark will provide maintenance on Managed Output Devices consisting of replacement of parts and Consumables for Managed Output Devices under this Agreement
  - c) Customer shall provide appropriate, secure space for the storage of hot swap devices.

**12.11 Predictive Services**

In conjunction with Maintenance Services, Lexmark will implement Predictive Services.

- a) Lexmark will:
  - i. Monitor Customer Managed Output Devices for cues that indicate a potential upcoming service issue and attempt to resolve
  - ii. Proactively create service request tickets as pending issues are detected and predicted
- b) Customer will:
  - i. Provide Lexmark with contact information of key personnel to assist in remotely fixing device issues.
  - ii. Provide Lexmark access to devices through a secure remote connection or other means for optimal capability to reduce resolution time.

**13.0 MAINTENANCE SERVICES (Parts Only Warranty)**

**13.1** Lexmark will provide to Customer a parts only warranty model for Maintenance Service for Output Devices.

**13.2** Customer agrees to use a Lexmark authorized service provider (“ASP”) to provide Maintenance Services on Output Devices with parts only warranty.

**13.3** Under parts only warranty, service parts will either be exchanged or repaired during the Initial Term, provided:

- a) ASP shall contact Lexmark specifying the required part,
- b) Lexmark shall ship replacement or repaired part to ASP,

**13.4** Parts coverage does not include replacement of parts caused by: misuse, neglect, accident, modification, operation outside the specified operating environment, improper maintenance by the Customer, failure caused by service of the machine by non-authorized service providers, or failure caused by a product, including supply or service products, for which Lexmark is not responsible.

**14.0 MAINTENANCE SERVICES (Self Maintainer Program)**

**14.1** Lexmark will provide a parts only warranty for the term of this Agreement.

**14.2** Customer will become a self-maintainer in accordance with the terms and conditions described in [Attachment XX](#).

**15.0 SITE MANAGEMENT**

**15.1** Lexmark will provide a dedicated Site Operations personnel (Site Operations Manager (SOM) and/or Site Operations Specialist (“SOS”), whom shall be located at [XXX](#) facility(ies) as mutually agreed by the Parties. The SOM and SOS individuals will be available during each Business Day during the Initial Term or any subsequent Renewal Term of this Statement of Work.

**15.2** Lexmark staff shall be responsible for the following:

- a) Assistance in providing Maintenance Service and Site Management support as stated in [Section X.0](#) herein,
- b) Management of Lexmark internal support processes as required,
- c) Day to day problem solving and Customer interface,
- d) Providing single point of contact for Lexmark break-fix program,
- e) Performing end user training as required and mutually agreed upon by the Customer and Lexmark.

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**15.3** Customer will provide each SOM and SOS with the following infrastructure support in order to enable proper fulfillment of the services described herein:

- a) One (1) desktop PC with the Customer's standard software load, including access to the internet,
- b) Proper security access to Customer's facility in accordance with the terms of the Agreement,
- c) Telephone with multiple lines, voice mail service and conference call capabilities,
- d) Access to Customer's parking facility, if required
- e) Access to Lexmark's tracking software and Managed Output Devices through Customer's network in accordance with Customer's information technology control policies made known to or known by Lexmark,
- f) Access to Customer applications through Customer's network in accordance with Customer's information technology control policies made known to or known by Lexmark as appropriate to deliver the Services as described herein,
- g) Secure storage area for parts and/or Consumables storage, should Lexmark deem necessary.

**15.4** If an unplanned or unexpected absence of on-site personnel occurs, or during a planned absence of five (5) or less consecutive Business Days, where only one person resides on-site, Lexmark will provide customer with a point of contact for remote phone support during the absence. For any planned and expected absences of greater than five (5) consecutive Business Days, Lexmark will provide interim replacement of on-site personnel.

**15.5** In the event a Lexmark on-site individual must be replaced for any reason, Lexmark shall have up to one (1) calendar month to provide permanent replacement personnel.

**15.6** Activities by the Lexmark on-site personnel are performed during the standard business hours. Customer requests that a Lexmark on-site individual work outside of the normal working hours may result in additional charges.

## **16.0 ADDITIONAL SERVICES AND SOLUTIONS**

**16.1** Lexmark will assist Customer with the installation and integration of the following additional services and solution applications:

- a) Location Based Services, in accordance with Attachment F
- b) MPS Process Analytics, in accordance with Attachment G
- c) Lexmark Print Manager, in accordance with Attachment H
- d) Help Desk Integration Services, in accordance with Attachment I

## **17.0 FEES AND PRICING**

Ordering will be conducted via Purchase Order issued by Customer to Lexmark prior to implementation or installation activities. The PO must include the information listed below:

- a) PO number
- b) PO date of issuance
- c) Vendor name and address
- d) Ship-to address, including contact name and phone number
- e) Bill-to address, including contact name and phone number
- f) If product, then product part number and specific product description
- g) Specific quantity of each item
- h) Unit price per part number or per service
- i) Extended unit price by part number/service (quantity x unit price)
- j) Shipping - in accordance with MSA and SOW

## SAMPLE SOW

- k) Payment - in accordance with MSA and SOW
  - l) The words: "All terms and conditions are in accordance with Master Service Agreement and the Statement of Work dated \_\_\_\_\_, 2018."
  - m) Authorized signature on the PO
- 17.1** Customer will provide Lexmark with an annual Purchase Order each year no later than December for the annuity billing of the following year. If the Customer fails to meet this obligation, Lexmark will invoice for the Services, and the initial invoice date will serve as the start date for the agreed upon payment terms.
- 17.2** Customer agrees to order and install a total minimum of INSERT MINIMUM NUMBER Output Devices under this Agreement within INSERT TIME FRAME days from the Effective Date. If Customer fails to meet this obligation, Lexmark reserves the right to adjust pricing. Lexmark agrees to review all such changes with Customer prior to such changes being implemented.
- 17.3** Available Output Device accessories are listed at Lexmark.com and may be purchased at prices XX% below the price listed on the website.

### **18.0 BASE + Price per Page**

- 18.1** Lexmark will bill Customer per the terms of the Agreement. Such billing shall be retroactive to the installation date of the Output Device. Each month, Lexmark will bill Customer the applicable Recurring Charge and for Actual Volume produced on each Output Device at the applicable Price per Page. The charge for Actual Volume begins with the first Page produced on the Output Device.
- 18.2** Each month, Lexmark will bill Customer for Services on Existing Devices at the applicable Recurring Charge and for Actual Volume produced on each Managed Output Device at the applicable Price per Page. Such billing shall be retroactive to the date of Asset acceptance from Customer.
- 18.3** In the event that an Output Device is delivered to Customer but not installed within ten (10) Business Days, through no fault of Lexmark's, that Output Device shall be subject to invoicing as described above.
- 18.4** Pricing is defined in the tables included on Attachment A. Recurring Charges and Price per Pages are specific to the model of Output Device indicated. Any changes required to Attachment A may be made on mutual agreement of the Parties via the change control process defined in Section 3.1.5.

### **19.0 Base + Cartridge**

- 19.1** Lexmark will bill Customer per the terms of the Agreement. Such billing shall be retroactive to the installation date of the Output Device. Charges will be retroactive to the installation date of the Managed Output Device. Each month, Lexmark will bill Customer the applicable Recurring Charge and for Consumables ordered and shipped at the applicable per unit purchase price.
- 19.2** Each month, Lexmark will bill Customer for Services on Existing Devices at the applicable Recurring Charge and for Consumables ordered and shipped at the applicable per unit purchase price. Such billing shall be retroactive to the date of Asset acceptance from Customer.

SAMPLE SOW

- 19.3** In the event that an Output Device is delivered to Customer but not installed within ten (10) Business Days, through no fault of Lexmark's, that Output Device will be deemed accepted and shall be subject to invoicing as described above.
- 19.4** Pricing is defined in the tables included on Attachment A. Recurring Charges and Price per Pages are specific to the model of Output Device indicated. Any changes required to Attachment A may be made on mutual agreement of the Parties via the change control process defined in Section 3.1.5.

IN WITNESS WHEREOF, Lexmark and Customer have caused this Statement of Work to be executed by their respective authorized representatives as of the date first written above.

**Signatures**

**CUSTOMER NAME**

**LEXMARK ENTITY**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Lexmark International Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



SAMPLE SOW

**ATTACHMENT A: Pricing**

Base + CLICK

Table (a) Fees and Pricing:

Managed Output Device	Recurring Charge	Mono Price Per Page	Color Price Per Page
T652dtm			
X656dte			
W840			
E323			
C782dtm			
X782e			
C945dtm			

Lexmark will bill and Customer will pay one-time upon the receipt of the first Acceptance Document, a total of \$XXX, XXX for start-up expenses incurred by Lexmark for implementing the program herein.

Base + Cartridge

Table (a) Fees and Pricing:

Managed Output Device	Recurring Charge per Managed Output Device
E360dn	
E460dn	
E460dn + drawer	
T650n	
X544n	
C544n	
C780n	

Table (b) Consumables pricing:

Model Type	Part Number	Description	Price
E360 and E460	40X5400	E360/E460 Maintenance Kit	
T650n	40X4724	T65x Maintenance Kit	
X544n and C544n	40X5437	X544/C544 Fuser Kit	
X544 and C544	40X5403	X544/C544 ITU Kit	
C780n	40X1826	C7xx ITU Kit	
C780n	40X1831	C7xx Fuser Kit	

**ATTACHMENT B: Customer Locations**

INSERT CUSTOMER LOCATIONS

SAMPLE SOW

**ATTACHMENT C: Change Request Process Form**

Change Request Form

Change Request Number:	To be assigned by Lexmark
Requester Name:	
Requester Company Name:	
Date Requested:	
Response Requested By:	
Change Requested: Describe the change requested (the area of the project plan /schedule being modified, and the benefits of making the change)	Requestor to provide written explanation as to the change that is being requested and the benefits that making this change would provide.
Resources Required:	Lexmark to complete this section
Estimated Schedule Impact:	Lexmark to complete this section
Estimated Cost Impact:	Lexmark to complete this section
Date Change Request Received:	
Change Request Received by:	
Change Request Receipt Company:	
Request Accepted: (State next steps)	
Request Rejected: (State reason for rejection)	

**ATTACHMENT D: Reporting**

<b>Name of Report</b>	<b>Description of report</b>	<b>Frequency of delivery</b>
Impression Report – Device Utilization Report	This report shows Managed Output Device location, make, model, serial number, asset tag number, IP address, installation date, start date, starting page count, and volume for the specified time periods.	Monthly
Acquisition Report	This report contains the same fields as the Retirement/End of Term Register. It is used to show all Managed Output Devices active in the asset database during the specified time period under the Agreement.	Monthly
Asset Register	This report contains the same fields as the Retirement/End of Term Register. It is used to show all Managed Output Devices actively registered in the asset database under the Agreement.	Monthly
Billing Detail Report	This report shows the number of pages printed per Managed Output Device for the billing period as stated herein. This report also shows the variable amount Customer owes Lexmark for the pages printed on each Managed Output Device.	Monthly
Change Management Report	This report keys on the Managed Output Device serial number. If other fields tied to the asset record, such as IP address, location or org level, change, the Managed Output Device is listed on the report as a New Install, Move, IP change, Hot Swap or Removed	Monthly
Billing Detail Report / Consumables Shipped Report	This report shows the consumables shipped during the defined period of time. It is used to show the consumable orders and their associated order date, status, status date, serial number of the device that needed the part, part number, part description, ship to address, key contact name, phone number and email address, quantity, price, carrier, and tracking number. This report will be used to create the monthly billing invoice based upon consumables shipped during that period.	Monthly
Missing Meter Read Report	This report lists all Managed Output Devices under contract where meter reads have not been reported. Separate reports are generated for Managed Output Devices whose meter reads are collected electronically as opposed to those Managed Output Devices whose meter reads are collected manually.	Monthly
Retirement/End of Term Register	This report provides detail on Managed Output Devices at the end of their deployment or contractual life during a specified time period. It shows the organizational hierarchy, location of the Managed Output Device, manufacturer, model, serial number, asset tag number, date and volume at last lifetime page count, IP address, installation date, start date, contract length, end date and physical address.	Monthly

**ATTACHMENT E: DEPLOYMENT AND GOVERNING PRINCIPLES**

**ATTACHMENT F: LOCATION BASED SERVICES**

Lexmark will perform Location Based Services (“LBS”) for visualization of Managed Output Devices.

Lexmark will:

- a) Collect asset location data at the participating Customer locations
- b) Provide LBS at the following level of detail for all Managed Output Devices at the provided locations
  - i. Grid – New York City office
  - ii. Street – all retail offices
- c) Provide Customer with access to LBS via managed services portal
- d) Provide Customer with best practices and training for LBS

Customer will:

- a) Provide current state floor plans in electronic format as defined by Lexmark. Quality of LBS will be dependent upon the quality of current state floor plans provided by Customer.
- b) Notify Lexmark of changes to floor plans or additional Customer locations
- c) Notify Lexmark of Managed Output Device moves in accordance with Section 9.5.

**ATTACHMENT G: MPS PROCESS ANALYTICS**

MPS Process Analytics is an additional service Lexmark provides that includes an in-depth analysis of the Customer's Managed Output Device data to help identify improvement opportunities for the Customer. For MPS Process Analytics, the level of detail that Lexmark provides is dependent on asset data provided by the Customer in 9.1, the level of data collection the Customer selects, device firmware, and LDCM version.

Lexmark will:

- a) Perform MPS Process Analytics to identify potential areas for business process optimization
- b) Collect weekly meter read data that will provide device based statistics, including, but not limited to, number of prints, copies, faxes, and scans performed as well as applications launched from panel and time and date of when actions occurred.
- c) Not collect Customer user information from Managed Output Devices  
-or-
- d) Collect data that includes a unique id for user sets. Users will not be identified directly, but the unique id will allow the ability to discern behavior patterns among user sets.  
-or-
- e) Collect data that includes user information in which the user is identified. When the user authenticates with the device, their authentication id is collected and assigned to the session data.

Customer will:

- a) Provide participation from the Line of Business and Process Owners to discuss business process optimization opportunities.
- b) Facilitate Customer approval process for any improvement opportunities identified
- c) Participate in annual customer satisfaction survey process in order to provide feedback on Lexmark performance.

**ATTACHMENT H: LEXMARK PRINT MANAGER**



## ATTACHMENT I: HELP DESK INTEGRATION SERVICES (HDiS)

To minimize duplication of efforts and provide greater service action transparency, Lexmark and Customer will work together to implement an integration between the party's incident management systems.

### HDiS Services:

- a) Help Desk Systems Integration - Standard integration functionality consisting of four core service event elements; Open/Acknowledge, Update, Escalate, Cancel and Close.
- b) Asset Synchronization - Map customer's unique asset fields and provide nightly update which will align asset details across both systems and minimize disruption in service
- c) Automated Creation - System to system integration to identify and route device "Service" alerts. Identified alerts are sent to the customer's help desk system and routed to Lexmark via the standard integration
- d) Outbound Creation - Initiate events from Lexmark (Siebel) and open ticket in customer system. To address security concerns associated to e concerned about security and want to record in their system when we dispatch an installer for maintenance kits and other proactive/predictive events that require an on-site presence.

Email Notification Only – Email notification is a standalone service that provides device alert data in a structured text format to the customer's defined email account.

### Lexmark will:

- a) Provide an incident management system development timeline coinciding with the project plan as stated in Section XX herein, approximately XXXX Business Days from Effective Date of the Agreement.

### Customer will:

- a) Provide Lexmark with contact information of key personnel associated with Customer's incident management system, Information Technology and Development
- b) The customer will be responsible for scheduling necessary resources and attending all scheduled design meetings. The customer will also be responsible for working independent of scheduled calls to complete deliverables and finalize requirements.
- c) Provide a test system environment that mimics the Customer's production environment in function and operation prior to deploying the solution into the production environment
- d) Implement consistent Data Standards across required data fields
- e) Train internal help desk team to transition service incidents through the integration process effectively

## Proposed Goods and Services

Please see the following pages for the Lexmark Software Catalog and Lexmark 2017 Standard Line Card. Lexmark product information, brochures, etc. may be found on our website by following this link: [http://www.lexmark.com/en\\_us/products.html](http://www.lexmark.com/en_us/products.html). Lexmark solutions for specific industries may be found here: [https://www.lexmark.com/en\\_us/solutions.html](https://www.lexmark.com/en_us/solutions.html). For Lexmark's current MSRP, you may check this link: <http://shop.lexmark.com/msrp>.









# Color - Product Range 2017





## Multifunction Products

					
<b>CX310</b> Up to 25/25 ppm Network	<b>CX410</b> Up to 32/32 ppm Direct USB	<b>CX510</b> Up to 32/32 ppm 7-inch touch screen	<b>CX725</b> Up to 50/50 ppm 7-inch touch screen	<b>CX820</b> Up to 52/52 ppm 7-inch touch screen	<b>CX825</b> Up to 55/55 ppm 10-inch touch screen
					
<b>CX860</b> Up to 60/60 ppm 10-inch touch screen	<b>CX921</b> 35 ppm Finishing function	<b>CX922</b> 45 ppm Finishing function	<b>CX923</b> 55 ppm 2x500 or 2500-sheet tray	<b>CX924</b> 65 ppm 2x500 or 2500-sheet tray	<b>CX920</b> <b>SPR ONLY</b> 25 ppm Finishing function

## Printers

				
<b>CS310</b> Up to 25/25 ppm Eco-mode	<b>CS410</b> Up to 32/32 ppm Direct USB	<b>CS510</b> Up to 32/32 ppm 4.3-inch touch screen	<b>CS720</b> Up to 40/40 ppm 4.3-inch touch screen	<b>CS725</b> Up to 50/50 ppm 4.3-inch touch screen
				
<b>CS820</b> Up to 60/60 ppm 4.3-inch touch screen	<b>CS921</b> 35 ppm 4.3 inch touch screen	<b>CS923</b> 55 ppm 4.3 inch touch screen		

 Color  
 Solutions-Enabled  
 ppm = Pages per minute

# Color Cartridge- Supplies 2017



CX310				
Yield	P/N			
2500	80C1SK0			
2000		80C1SC0	80C1SM0	80C1SY0
1000	80C10K0	80C10C0	80C10M0	80C10Y0
2500	80C0S10			
2000		80C0S20	80C0S30	80C0S40
40000	70C0Z10	70C0Z50		
40000	70C0P00			
36000	C540X75G			
CX410				
4000	80C1HK0			
3000		80C1HC0	80C1HM0	80C1HY0
2500	80C1SK0			
2000		80C1SC0	80C1SM0	80C1SY0
1000	80C10K0	80C10C0	80C10M0	80C10Y0
4000	80C0H10			
3000		80C0H20	80C0H30	80C0H40
40000	70C0Z10	70C0Z50		
40000	70C0P00			
36000	C540X75G			
CX510				
8000	80C1XK0			
4000	80C1HK0	80C1XC0	80C1XM0	80C1XY0
3000		80C1HC0	80C1HM0	80C1HY0
2500	80C1SK0			
2000		80C1SC0	80C1SM0	80C1SY0
1000	80C10K0	80C10C0	80C10M0	80C10Y0
8000	80C0X10			
4000		80C0X20	80C0X30	80C0X40
40000	70C0Z10	70C0Z50		
40000	70C0P00			
36000	C540X75G			
CX725				
25000	84C1HK0			
16000		84C1HC0	84C1HM0	84C1HY0
7000	74C1SK0	74C1SC0	74C1SM0	74C1SY0
3000	74C10K0	74C10C0	74C10M0	74C10Y0
25000	84C0H10			
16000		84C0H20	84C0H30	84C0H40
150000	74C0ZK0	74C0ZV0		
150000	74C0Z10	74C0Z50		
90000	74C0W00			
CX820				
33000	72K1XK0			
17000		82K1HC0	82K1HM0	82K1HY0
8000	72K10K0	72K10C0	72K10M0	72K10Y0
33000	72K0X10			
17000		82K0H20	82K0H30	82K0H40
175000	72K0P00	72K0Q00		
300000	72K0DK0	72K0DV0		
300000	72K0D10	72K0D50		
115000	72K0W00			



CX825				
Yield	P/N			
33000	72K1XK0			
22000		82K1XC0	82K1XM0	82K1XY0
17000		82K1HC0	82K1HM0	82K1HY0
8000	72K10K0	72K10C0	72K10M0	72K10Y0
33000	72K0X10			
22000		82K0X20	82K0X30	82K0X40
175000	72K0P00	72K0Q00		
300000	72K0DK0	72K0DV0		
300000	72K0D10	72K0D50		
115000	72K0W00			
CX860				
55000	82K1UK0	82K1UC0	82K1UM0	82K1UY0
33000	72K1XK0			
22000		82K1XC0	82K1XM0	82K1XY0
17000		82K1HC0	82K1HM0	82K1HY0
8000	72K10K0	72K10C0	72K10M0	72K10Y0
55000	82K0U10	82K0U20	82K0U30	82K0U40
175000	72K0P00	72K0Q00		
300000	72K0DK0	72K0DV0		
300000	72K0D10	72K0D50		
115000	72K0W00			
CX921/CX922/CX923/CX924				
18500	76C00K0			
11500		76C00C0	76C00M0	76C00Y0
34000	86C0HK0	76C0HC0	76C0HM0	76C0HY0
100000	76C0PK0			
90000		76C0PV0		
50000	54G0W00			
CX920				
18500	76C00K0			
11500		76C00C0	76C00M0	76C00Y0
90000	76C0PK0			
55000		76C0PV0		
50000	54G0W00			



CS310/CS410				
Yield	P/N			
4000	70C1HK0			
3000		70C1HC0	70C1HM0	70C1HY0
1000	70C10K0	70C10C0	70C10M0	70C10Y0
4000	70C0H10			
3000		70C0H20	70C0H30	70C0H40
40000	70C0Z10	70C0Z50		
40000	70C0P00			
36000	C540X75G			
CS510				
8000	70C1XK0			
4000	70C1HK0	70C1XC0	70C1XM0	70C1XY0
3000		70C1HC0	70C1HM0	70C1HY0
1000	70C10K0	70C10C0	70C10M0	70C10Y0
8000	70C0X10			
4000		70C0X20	70C0X30	70C0X40
40000	70C0Z10	70C0Z50		
40000	70C0P00			
36000	C540X75G			
















CS720				
Yield	P/N			
20000	74C1HK0			
7000	74C1SK0	74C1SC0	74C1SM0	74C1SY0
3000	74C10K0	74C10C0	74C10M0	74C10Y0
20000	74C0H10			
7000		74C0S20	74C0S30	74C0S40
150000	74C0ZK0	74C0ZV0		
150000	74C0Z10	74C0Z50		
90000	74C0W00			
CS725				
20000	74C1HK0			
12000		74C1HC0	74C1HM0	74C1HY0
7000	74C1SK0	74C1SC0	74C1SM0	74C1SY0
3000	74C10K0	74C10C0	74C10M0	74C10Y0
20000	74C0H10			
12000		74C0H20	74C0H30	74C0H40
150000	74C0ZK0	74C0ZV0		
150000	74C0Z10	74C0Z50		
90000	74C0W00			
CS820				
33000	72K1XK0			
22000		72K1XC0	72K1XM0	72K1XY0
8000	72K10K0	72K10C0	72K10M0	72K10Y0
33000	72K0X10			
22000		72K0X20	72K0X30	72K0X40
175000	72K0P00	72K0Q00		
300000	72K0DK0	72K0DV0		
300000	72K0D10	72K0D50		
115000	72K0W00			
CS921				
18500	76C00K0			
11500		76C00C0	76C00M0	76C00Y0
100000	76C0PK0			
90000		76C0PV0		
50000	54G0W00			
CS923				
18500	76C00K0			
11500		76C00C0	76C00M0	76C00Y0
34000	76C0HK0	76C0HC0	76C0HM0	76C0HY0
100000	76C0PK0			
90000		76C0PV0		
50000	54G0W00			

Return Program Cartridge
Regular Toner Cartridge
Return Program Imaging Kit
Regular Imaging Kit (Single or Multipack)
Photoconductor (Single or Multipack)
Return Developer
Regular Developer
Waste Toner Container
X Ribbon
MFP = Multifunction Product

## Multifunction Products

				
<b>MX310</b> Up to 35 ppm Duplex	<b>MX410</b> Up to 40 ppm Direct USB	<b>MX510/MX511</b> Up to 45 ppm 4.3-Inch touch screen	<b>MX611</b> Up to 50 ppm Finishing option	<b>MX710</b> Up to 63 ppm Single-pass DADF
			 Monochrome  Solutions-enabled ppm = Pages per minute ipm = Impressions per minute	
<b>MX711</b> Up to 70 ppm Single-pass DADF	<b>MX810/MX811/MX812</b> Up to 55/63/70 ppm Finishing function	<b>MX910/MX911/MX912</b> Up to 45/55/65 ppm Finishing function		

## Printers

					
<b>MS312</b> Up to 35 ppm Duplex (2-sided)	<b>MS315</b> Up to 37 ppm Network	<b>MS415</b> Up to 40 ppm Duplex (2-sided)	<b>MS510</b> Up to 45 ppm Optional wireless	<b>MS610</b> Up to 50 ppm 4.3-inch touch screen	<b>MS710/MS711</b> Special media Up to 45k yield on MS711
				 Dot Matrix Printers	
<b>MS810</b> Up to 55 ppm Finishing function	<b>MS811</b> Up to 63 ppm Finishing function	<b>MS812</b> Up to 70 ppm Finishing function	<b>MS911</b> Up to 55 ppm Finishing function		
					
				<b>2580+/n+/2581+/n+</b> 9 pins Up to 618 cps @ 12 cpi	<b>2590+/n+/2591+/n+</b> 24 pins Up to 556 cps @ 12 cpi

# Monochrome - Supplies 2017

## MFPs

MX310/MX410	
Yield	P/N
10000	60F1H00
2500	60F1000
10000	60F0H00
60000	50F0Z00
60000	50F0Z00
MX510/MX511/MX611	
20000	60F1X00
10000	60F1H00
2500	60F1000
20000	60F0X00
60000	50F0Z00
60000	50F0Z00
MX710	
25000	62D1H00
6000	62D1000
25000	62D0H00
100000	52D0Z00
100000	52D0Z00
MX711/MX810/MX811/MX812	
45000	62D1X00
25000	62D1H00
6000	62D1000
45000	62D0X00
100000	52D0Z00
100000	52D0Z00
MX910/MX911/MX912	
32500	64G0H00
125000	54G0P00
90000	54G0W00

## Printers

MS312/MS315	
Yield	P/N
5000	50F1H00
1500	50F1000
5000	50F0H00
60000	50F0Z00
60000	50F0Z00
MS415	
10000	50F1X00
5000	50F1H00
1500	50F1000
10000	50F0X00
60000	50F0Z00
60000	50F0Z00
MS510/MS610	
20000	50F1U00
10000	50F1X00
5000	50F1H00
1500	50F1000
20000	50F0U00
60000	50F0Z00
60000	50F0Z00
MS710	
25000	52D1H0L
25000	52D0HAL
100000	52D0Z00
100000	52D0Z00
MS711	
45000	52D1X0L
25000	52D1H0L
45000	52D0XAL
100000	52D0Z00
100000	52D0Z00
MS810	
25000	52D1H00
6000	52D1000
25000	52D0H00
100000	52D0Z00
100000	52D0Z00
MS811/MS812	
45000	52D1X00
25000	52D1H00
6000	52D1000
45000	52D0X00
100000	52D0Z00
100000	52D0Z00
MS911	
32500	54G0H00
125000	54G0P00
90000	54G0W00

## Dot Matrix

2580+/n+ / 2581+/n+ / 2590+/n+ / 2591+/n+	
Yield	P/N
8 million characters @ draft 10 pitch	3070169
4 million characters @ draft 10 pitch	3070166

Return Program Cartridge
Regular Toner Cartridge
Return Program Imaging Kit
Regular Imaging Kit (Single or Multipack)
Photoconductor (Single or Multipack)
Waste Toner Container
Ribbon
MFP = Multifunction Product



# Lexmark ISS Software Catalog

Enhance your customer's business with solutions that trim costs, save time and reduce errors in their document processes. When you pair award-winning Lexmark hardware and innovative solutions software, the combination is extremely powerful. You'll unleash greater efficiency and productivity, accelerate paper and energy savings, and reap the benefits of streamlined workflows.

## Smart MFP ecosystem

In an ecosystem, things work in concert to ensure efficient processes. In the business environment, people, technology and information also form an ecosystem, where information exists in both structured and unstructured forms. And the center of this ecosystem is the smart MFP, the connection point between digital and printed information.

The Lexmark smart MFP ecosystem isn't a product, but a set of technologies and capabilities enabled by every Lexmark smart MFP—even the one you already own. Together with your IT infrastructure and applications, it improves the operation of everyday tasks and processes through smart capabilities. And it simplifies the challenge of managing an ever-changing business and technical environment.

The Lexmark smart MFP ecosystem brings together hardware, software, tools and services to help drive your business forward.

## Device management

Lexmark understands that doing more in less time is hard. And it's even harder without the right tools. That's why we offer software to help you monitor and manage your fleet, run your output environment more efficiently, and even improve business processes through customized capture and workflow solutions.

### Device management solutions

- ▶ **Markvision Enterprise:** Lexmark Markvision Enterprise is free, browser-based software that gives you complete visibility into your entire fleet of network printers and multifunction devices, regardless of manufacturer. The advanced, yet easy-to-use toolset helps you realize a fast return on your printing device investment, while reducing the burden on your IT staff.

- ▶ **Lexmark Document Distributor:** Lexmark Document Distributor is a framework for paper and electronic document capture, processing and routing that works with your multifunction products (MFPs). Document Distributor provides the foundation to create customized scan solutions tailored to individual business processes.
- ▶ **Device Deployment Utility:** Device Deployment Utility is a tool allowing users to deploy solutions, licenses, firmware, settings files, and other configuration options to the device.

## Tools & Frameworks

Lexmark offers a variety of tools & frameworks for paper and electronic document capture, processing and routing that works with your multifunction products (MFPs). They provide the foundation to create solutions tailored to your business processes, including custom business rules that dynamically prompt for metadata, make logical decisions and automatically route a document to the correct destination.

- ▶ **Document Producer:** Lexmark Document Producer is a server-based electronic-forms application used to merge variable data with standard forms. After merging data, the resulting form can be printed, sent as an attachment to an e-mail message, or saved to a file on the network.
- ▶ **Forms Composer:** This design tool includes an easy-to-use GUI interface that enables the user to create forms for printer-based and server-based technologies, and map data into the forms.

## Lexmark Print Management

Lexmark Print Management gives you the latitude to send documents from your computer, tablet, smartphone<sup>1</sup>, or even a web portal<sup>2</sup>, and to print them on any enabled<sup>3</sup> printer or multifunction product (MFP). Instead of “pushing” your documents to a designated print device—where the pages sit out in public view until you retrieve them—you “pull” them down from the print queue when you log in or swipe your ID card at the printer. Instead of being tethered to a single device, you can release your print job from a printer that is most convenient to you or from one with the features or capabilities that fit your needs.

Lexmark Print Management is available via three distinct deployment options:

### Traditional (On-premises)

- ▶ Self-managed
- ▶ Purchase and own
- ▶ Low capital expense
- ▶ IT managed backup
- ▶ Ongoing systems support

With the traditional approach, your organization licenses the solution upfront and deploys it on your premises. Your organization is responsible for providing the necessary support to manage and operate the associated infrastructure, such as server hardware and software.

### Software as a Service (SaaS)

- ▶ Lexmark-managed
- ▶ Pay per user
- ▶ Lower operating expense
- ▶ Redundant servers
- ▶ Fast and easy to scale globally

Your organization accesses the solution on a subscription basis. Lexmark manages and operates the system, along with the associated infrastructure, in our secure data center. This option enables you to maintain focus on your business, while Lexmark manages your Print Release solution.

### Serverless

- ▶ Self-managed
- ▶ Purchase and own
- ▶ Elimination of print servers
- ▶ Uniform configuration

Lexmark Print Management Serverless Print Release builds on the value of the standard print release concept by making it possible to print without print servers and, in many cases, without any servers at all. With LPM Serverless Print Release, print jobs aren't routed through a print server and then on to a centralized network queue, as with traditional print servers. Instead, the print job is captured, encrypted, and stored locally on the user's PC until they arrive at the printer and authenticate. From there, the desired jobs are routed directly to the printer. This means you can reduce the cost and complexity of the print infrastructure by repurposing or eliminating print servers all while making your print process more efficient and secure.

<sup>1</sup> Sending a print job from the Lexmark Mobile Printing App requires iPhone® 3G or newer, devices running iOS 4.2 or later, or Android® devices running version 2.1 or newer.

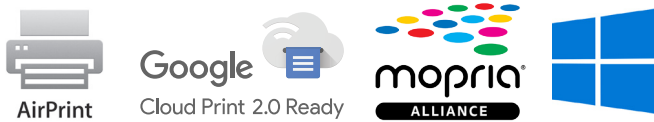
<sup>2</sup> Currently available only through Software as a Service (SaaS) deployment.

<sup>3</sup> Lexmark Embedded Solutions Framework supported print devices or non-Lexmark PCL/PostScript printers equipped with a card reader and connected through a Lexmark Print Release Appliance.



## Mobile print solutions

Mobile computing has become pervasive. It's a state of always-on, barrier-free connectedness that entertains, enlightens and helps people get their work done faster. However, users need the ability to print any file from a mobile device the same way they print from their PCs, from using point and click options to easily finding a printer and getting quality output with every job.



**AirPrint** is a mobile printing solution included with Apple iOS v 4.2 and later versions that delivers a simple, direct print experience on a local network without the need to install a print driver. Lexmark offers an extensive list of AirPrint-certified devices as well as the first AirPrint-certified print management solution.

**Google Cloud Print** is a built-in print capability on Android devices and Chromebooks that enables a driverless direct print experience on a local network, as well as printing via the cloud to a cloud-connected print device. Lexmark provides a broad selection of devices that are certified as Google Cloud Print Ready to ensure a seamless printing experience.

**The Mopria Alliance (Mopria)** is a non-profit membership organization of leading global technology companies with the goal of providing simple wireless printing from smartphones, tablets and other mobile devices. As an executive member of this alliance, Lexmark is uniquely positioned to deliver devices certified to meet the standards as defined by the organization.

**Windows 10 Mobile** unifies the Windows desktop, tablet and phone operating systems into a single OS, allowing the phone to share many of the same features as the desktop system. Lexmark offers an extensive selection of devices that support Windows 10 Mobile.

In addition, Lexmark designs solutions to address the specific challenges of printing from any mobile device on an enterprise network.

- ▶ **Lexmark Mobile Print:** Lexmark Mobile Print app for iOS and Android devices provides a simple and consistent user experience for printing from mobile devices in an enterprise environment. Users can quickly send jobs to their Lexmark Print Management queue and release the job at any device, or manually add specific printers for direct printing of many common file types. NFC tap to print is also supported from Android on certain Wi-Fi-enabled smart MFPs.
- ▶ **Lexmark Print Service plug-in:** The Lexmark Print Service plug-in for Android allows users to print to a Lexmark Print Management queue or directly to a printer from within any app that supports printing. This speeds print jobs and eliminates the need for users to share content between apps before printing.
- ▶ **Lexmark Print Management:** Lexmark Print Management provides the most comprehensive solution to enable printing from mobile devices in an enterprise environment. Users can print via several flexible methods to a centralized print queue, then authenticate and release the job at any connected printer.

## Device-based software

Our smart MFP capture technology collects and routes your documents and data intelligently—extracting, organizing and sharing information with the people, systems and processes that need it most. Discover how Lexmark's capture software fuels your routines with the right information.

### Accessibility Solution



Allows users with disabilities to set up copy, fax, email, FTP and scan jobs directly from their workstation rather than requiring use of the MFP touch-screen display.

### Accessibility Speech



Allows users to hear messages related to the status of the device. User-specific messages can be loaded to override default messages, allowing for full customization of the experience for each user.

### AccuRead Automate



Enable a smart MFP to capture, automatically classify and route documents, while extracting key information for file naming and indexing.

### AccuRead OCR



Create searchable or editable files (searchable PDF, RTF, TXT) on a Lexmark solutions-capable MFP.

### Address Book



Allows users to manage the device's internally stored user data, contacts, and scan destinations (if supported applications are installed) from the device's e-Task touch screen interface, as well as from the embedded web server.

### Background & Idle Screen



Allows you to change the background image that displays on the device's home screen and the images that display when the device is in idle or standby mode.

### Barcode Discovery



Create templates to enable bar code reading in Scan Center Premium, Scan to Network Premium and Solutions Composer.

### Card Authentication



Keep devices and documents secure by requiring user authentication by ID card or security badge. Secure and compatible with Active Directory and other directory server platforms.

### Card Copy



Copy both sides of an ID or credit card onto a single page. This solution captures an image of each side of the card, then enlarges the images and assembles them into a one-page file for printing, emailing or routing to a network location.

### Customer Support



Allows users to report issues with their printer to the dealer from whom it was originally purchased or to an internal help desk. Information can be emailed or printed.

### Device Quotas



Allows Administrators to configure user quotas for print, scan, copy and outbound fax for up to 250 individual users. Track usage, display quota-related alerts on the touch screen and trigger email alerts at selected thresholds. An icon on the printer touch screen allows users to view information about their quotas and current usage.

### Display Customization



Customize an MFP screen with custom images that can be displayed as a slide show, displayed as wallpaper or used as a screensaver.

### Downtime Reports



Gives you 24/7 access to critical documents and reports, even if your IT system fails or the network goes down. As documents are updated throughout the day, they are streamed to your Lexmark printer or MFP and stored on the secure hard disk. During a downtime event, simply tap the touch screen, choose a folder and select the documents you need to print.

**Eco-Copy**

Set copy defaults such as duplex printing, paper saver and darkness setting to reduce paper and toner usage and optimize energy efficiency. Users can be restricted from changing these settings.

**Eco-Settings**

Easily configure the default settings to manage energy consumption, toner and paper usage to reduce the environmental impact of the device.

**Lexmark Embedded Document Accounting Solution For User Level Tracking**

Integrate printers and smart MFPs with Pharos Blueprint software to facilitate document accounting of copy, email and fax transactions and enable secure print release.

**Lexmark Embedded Document Accounting Solution for UniPrint**

Integrate printers and smart MFPs with Pharos UniPrint software to facilitate document accounting of copy, e-mail and fax transactions and enable secure print release.

**Email Size Limiter**

Limit maximum email attachment size per destination, define up to 10 destinations, capture an image of a hardcopy document, break the document into single pages, attach all pages to a single email or attach one page per email.

**Email to Self**

Prevent users from sending unauthorized information directly from the MFP to any e-mail address other than their own. Works with Microsoft Active Directory, making it easy for administrators to enable user authentication at the device.

**Fax Forward**

Capture an analog fax from the MFP and route it to a predetermined file share or e-mail address destination.

**Fax over IP**

Lexmark's Fax Over IP application doesn't require a separate analog fax line or a fax card/modem to send and receive faxes over VOIP systems. Instead, faxes are sent directly from the MFP through the IP network.

**Forms and Favorites**

Create bookmarks to image-based forms that reside on a server anywhere on the Internet and print the images on demand at any time.

**Google Cloud Print**

Enable your Lexmark printer or MFP to print via the Google Cloud Print experience.

**Google Drive**

Browse your Google Drive and print on demand or scan (MFP) using the device touch screen.

**Hard Disk Monitor**

Hard Disk Monitor checks if a hard disk is installed when the user turns on the printer.

**Interact for Lexmark**

Scan and index documents from your smart MFP to Perceptive Content. Documents are accessible and actionable within your ERP and other core applications.

**Multi Send**

Captures and routes a document to multiple destinations simultaneously. Documents can be routed to email, network folders, FTP sites or a remote Lexmark printer.

**MyShortcut**

Lets each person create personalized shortcuts for their frequent copy, fax and email tasks. Lets you name your shortcut and choose the icon. Saves your document settings, email addresses and phone numbers so you don't have to re-enter them.

**Physician Orders Routing**

Allows nursing staff and clinicians to securely route physician orders and automatically separate STAT and normal orders with the touch of an icon.

**Print from SharePoint**

Print documents directly from Microsoft SharePoint® content management software on your Lexmark device.

**QR Code Generator**

Create a Quick Response (QR) code embedded with the device's IP address and install the two-dimensional QR code on the touch screen.

**RegisterMe**

Authenticate against an LDAP server and register the associated identification card on a Document Accounting server.

**Remote Copy**

Scan a document on the host MFP and route it to another device to print. For example, you could scan a color document on a monochrome MFP and print it on a color device. Or you could scan a document on the host and print it on a device equipped with advanced finishing capabilities, such as hole punching or booklet folding.

**Scan Center**

Scan a document once and automatically route the image to one or more selectable destinations.

**Scan Center - Premium**

Plug-in for Scan Center that allows you to create custom prompts, custom file names and up to 500 scan destinations.

**Scan to Hard Disk**

Scan to, print from and browse documents on the MFP hard disk.

**Scan to Network**

Lets you capture a digital image of a hardcopy document and route the file to a shared network folder. You can preview the first page, rescan the document if necessary, and print a confirmation page with delivery status and time.

**Scan to Network Premium**

The premium version of Lexmark Scan to Network provides advanced imaging, indexing, page management and notification features. You can optimize image quality with automated preview and cleanup tools; add or remove pages; remove blank pages to reduce file size; and index the file through on-screen prompts, bar code capability or a combination of both.

**Scan to RightFax**

Scan documents from a smart MFP to your RightFax server, allowing you to fax from any networked MFP.

**Scan to SharePoint**

Scan documents directly from a smart MFP into Microsoft SharePoint® content management software.

**Secure Held Print Jobs**

Prevent the accidental exposure of sensitive or confidential business information by holding jobs at the device until an authorized user releases the job for printing.

**Shortcut Center**

Create personalized copy, fax and email shortcuts on the touch screen to simplify common tasks.

**Showroom**

Allows standard image files, such as GIF, JPG and PNG, to be run as a timed slideshow on the touch-screen display. Simply touch the icon and the display transforms into a creative advertising medium, teaching tool or message board.

**Smart Card Authentication**

Lexmark Smart Card Authentication is a comprehensive collection of apps for implementing secure smart card authentication on Lexmark printing and imaging devices.

**Solution Composer**

Solution Composer lets you build custom workflow solutions for Lexmark multifunction products (MFPs) running the Solution Composer Agent.