

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between

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

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

and

**LEXMARK INTERNATIONAL, INC**

(Hereinafter referred to as “VENDOR”),  
whose principal place of business is  
740 New Circle Road, Lexington KY 40550

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 17-077E, Managed Print Services (hereinafter referred to as “RFP”), dated May 02, 2017, and amended by Addendum No. 1 dated May 08, 2017, Addendum No. 2 dated May 25, 2017 and Addendum No. 3 dated June 01, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Managed Print Services; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as “Proposal”) and which is incorporated herein by reference whereby VENDOR proposed to offer managed print services. This entails printer hardware, service, support and consumable supplies; and

**WHEREAS**, the SBBC is in need of certain products and services and has selected the VENDOR to provide such products and services; and

**WHEREAS**, VENDOR is willing to provide such products and services to the SBBC; and

**WHEREAS**, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

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

### ARTICLE 1 – RECITALS

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

## **ARTICLE 2 – SPECIAL CONDITIONS**

### **2.0 Term of Agreement.**

Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence on approval by SBBC and conclude on February 1, 2021. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the contract beyond the initial contract period or beyond any renewal period for an additional one-hundred and eighty (180) days.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the products and services described in Exhibit A (Statement of Work/Scope of Services)

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;  
Second: Exhibit A Statement of Work

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the fees and pricing set forth in the applicable Statement of Work.

2.04 **Services.** VENDOR will provide SBBC services in accordance with the applicable Statement of Work.

### **2.05 SBBC Disclosure of Education Records.**

(a) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(b) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either

intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

- a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- b) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- d) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- e) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- f) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone and email at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- g) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

- h) prepare and distribute, at its own cost if any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- i) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- j) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- k) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

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

(a) VENDOR Records Defined. For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

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

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

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

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

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

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

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

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

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

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida

600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: District Representative  
Procurement & Warehousing Services  
7720 W. Oakland Park Blvd. Suite 323  
Sunrise, FL 33351

To VENDOR: Lexmark International, Inc.  
Attn: Geoff Parker, Contracts Manager  
740 W. New Circle Road  
Lexington, KY 40550

With a Copy to: Enterprise Account Manager  
Lexmark International, Inc.  
811 W. Henry Street  
Punta Gorda, FL 33950

## 2.07 **BACKGROUND SCREENING.**

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

2.08 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement.

- (a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

- (c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the VENDOR must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

- (e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- (f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New VENDORS will receive an email notification requesting account verification and insurance agent information.
  - Existing VENDORS will receive an email notification of current status.
- (g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
  2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

- (h) Cancellation of Insurance. VENDORS are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

- (i) Risk of Loss and Insurance. SBBC shall assume and bear the risk of loss or damage to the Output Devices. No such loss or damage relieves SBBC from its payment obligations to Lexmark. SBBC agrees to keep the Output Devices insured against all risk of loss or damage in an amount not less than the replacement cost of the Output Devices, with Lexmark named as sole loss payee. SBBC also agrees to maintain commercial general liability insurance with a carrier and having coverage limits which are reasonably acceptable to Lexmark, naming us as an additional insured. SBBC must provide proof of insurance satisfactory to Lexmark no later than thirty (30) days following the effective date of this Agreement and thereafter upon our request. Any insurance proceeds received with respect to the Output Devices will be applied, at our option, (a) to repair or replace the Output Devices, or (b) to pay Lexmark the remaining Output Devices Amounts plus our estimated residual value.

2.09 **Payment Method.** SBBC's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

2.10 **Payment Terms.** SBBC will pay VENDOR for Services and the Output Device(s) in accordance with pricing set forth in the applicable Statement of Work within thirty (30) days of the date of an invoice from VENDOR. SBBC shall be billed on a monthly basis for Services and Output Device(s).

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28,



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

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

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

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

3.05 **S/M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified S/M/WBE VENDORS who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, S/M/WBE VENDORS to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding S/M/WBE participation, including dollars spent on S/M/WBE VENDORS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for S/M/WBE VENDOR participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for S/M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon

SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

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

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services

required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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

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

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

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

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

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit A, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

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

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

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

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

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

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

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

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

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

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

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

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

Approved as to Form and Legal Content:

**Janette M. Smith**

Digitally signed by Janette M.  
Smith

Date: 2018.05.17 16:20:43 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

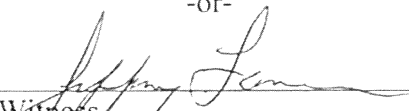
LEXMARK INTERNATIONAL, INC

ATTEST:

By   
Chuck Butler, VP Sales Operations

\_\_\_\_\_  
, Secretary

-or-

  
Witness

  
Witness

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

STATE OF Kentucky

COUNTY OF Fayette

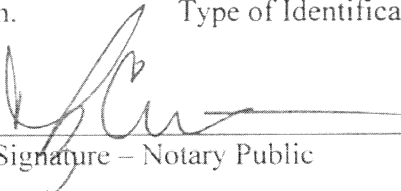
The foregoing instrument was acknowledged before me this 11th day of May, 2018 by Chuck Butler of

\_\_\_\_\_  
Name of Person  
Lexmark International, Inc., on behalf of the corporation/agency.

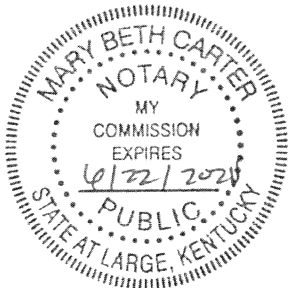
\_\_\_\_\_  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires: June 22, 2021

  
Signature - Notary Public

(SEAL)



Mary Beth Carter  
Printed Name of Notary

Notary ID: 579342  
Notary's Commission No.

EXHIBIT A  
STATEMENT OF WORK  
for  
AGREEMENT  
between  
LEXMARK INTERNATIONAL, INC.  
and  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

The following Statement of Work is intended to be one of several Statements of Work to become effective under the Agreement between Lexmark International, Inc ('Lexmark') and The School Board of Broward County, Florida ("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 8AM and 5PM, 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 Agreement), unless otherwise specifically agreed herein.

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

"Customer Locations" means all schools and administrative offices that are considered part of Customer's (Broward County Public Schools') environment.

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

"Effective Date" means the date of the last signature on this Statement of Work.

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

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

"Lexmark Data Collection Manager" (LDCM) means the hardware and software used by Lexmark in providing the Services herein.

"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.

"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 and other non-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.

“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.

## **2.0 SERVICES OVERVIEW**

**2.1** Lexmark will assist Customer in “Managed Print Services” 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

### 3.0 GOVERNANCE

#### 3.1 Project Governance

- 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. Lexmark and any subcontractors or agents will follow SBBC vendor badging process as defined in RFP 17-77E and this Agreement.
- 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 3.1.5 and 3.1.6.
- 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 sixty (60) calendar days from the Effective Date.
- 3.1.5 The Parties may desire to modify the scope of effort herein during the period of performance 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 project management team and other mutually agreed stakeholders agree 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 In order to provide contract adherence and performance status to the Customer under this SOW, Lexmark will provide asset management performance reporting as described in Section 9.4 and in accordance with details in Attachment D – Standard Reporting Package, and present the prior month’s operational summary (MOS) package monthly.
- 3.2.3 Lexmark will provide the standard reports listed in Attachment D via the Lexmark web portal to users authorized by Customer. Web portal reports can be customized and filtered by multiple variables. Additional Customer requests for customized reports beyond the standard list and web portal will be evaluated by Lexmark and if development is required, will be quoted to Customer for approval of any applicable charges prior to implementation.
- 3.2.4 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 described in Section 3.2.5
- 3.2.5 Lexmark will provide “MPS Process Analytics” which includes an in-depth analysis of the Customer’s Managed Output Device data to help identify continuous 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 Section 9.1, the level of data collection the Customer selects, device firmware, and LDCM version.
- a) Lexmark will:
- Perform MPS Process Analytics to identify potential areas for business process optimization,
  - 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, and
  - Collect data that potentially includes user information in which the user is identified. When the user authenticates with the device, their authentication information may be collected and assigned to the session data.

- b) Customer will:
  - Provide participation from IT, schools and process owners to discuss business process optimization opportunities, and
  - Facilitate evaluation and approval process for any improvement opportunities identified.
- 3.2.6 Customer agrees to participate in Lexmark Strategic Business Review up to two (2) times annually. The SBR requires executive attendance to include Customer's IT CIO and Director of Procurement or designees, as well as other mutually agreed participants in order to discuss business process optimization opportunities including those identified via MPS Process Analytics.
- 3.2.7 Customer also agrees to participate in annual customer satisfaction survey process at manager, director and executive levels in order to provide feedback on Lexmark performance. Specific survey recipients will be mutually determined within six (6) weeks prior to survey distribution, and survey is expected to take between 15-30 minutes to complete.

#### **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 shall perform Assessment Services for all Customer Locations. Physical site surveys will be conducted on a schedule to be determined and agreed to in writing by and between Lexmark and Customer in the project plan (Section 3.1). 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 as well as power outlet and network jack availability,
  - 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 Customer shall 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, in electronic format where available, which specify office and cube locations for all in scope locations and floors,
  - 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),
  - g) If specific Output Device placements are recommended by Lexmark that require updates to network jack and power outlet availability, Customer will review and notify Lexmark whether such recommendations are approved or denied, and whether they can be implemented prior to installation,
  - h) 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 3.1.4 and as Customer Locations are transitioned to Managed Print Services support, Lexmark shall manage eligible Existing Devices which will be retained as Managed Output Devices per Attachment A. 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 Device models are eligible to be Managed Output Devices and those will be included in Attachment A – Pricing, Table C: Existing Device Fees and Pricing (Including Lexmark Maintenance Services) and Table D: Existing Device Fees and Pricing (Excluding Lexmark Maintenance Services). Lexmark will provide Customer an “acceptance document” to identify Existing Devices that will become Managed Output Devices by serial number and Customer Location. Unless Customer objects or revises this document, Lexmark will deem the Existing Devices as “accepted” for management after fifteen (15) Business Days and they will be subject to invoicing as described in Section 13.5.

5.2.2 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 being included in a Customer-approved future state design as described in Section 4.4,
- c) Existing Device pricing being included in Attachment A, Table C and/or Table D of this SOW, and
- d) Existing Devices are in good working condition as specified to in Section 5.4 or as evaluated and recommended by Lexmark using Customer’s service history records where available.

5.2.3 Customer will:

- a) Provide Lexmark with Existing Device data in accordance with Asset Management Services Section 9.1,
- b) Provide Lexmark with any available service call history of Existing Devices under consideration to be eligible for Services within twenty (20) Business Days from the Effective Date, and
- c) Provide Lexmark with access and permissions to run electronic discoveries of Existing Device data via LDCM.

5.2.4 Prior to Operational Readiness, Lexmark will:

- a) When technically possible and upon LDCM installation, utilize LDCM to view lifetime page counts on applicable Existing Devices,
- 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 under current processes.
- 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 per pricing in Attachment A, Table A: New Output Device Fees and Pricing.

## **6.0 IMPLEMENTATION SERVICES**

- 6.1 Customer will provide Lexmark with written authorization in the form of a purchase order as described in Section 13 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 For Customer delays, postpones, reschedules, or cancels not described in Section 3.23 of the Agreement, Customer will be allowed more than three (3) cancellations of scheduled installations per contract year with three (3) Business Days or less notice. Customer will be invoiced for charges incurred by Lexmark on a pass-through basis, such as trip charges or cancellation fees charged to Lexmark by installation vendor, up to a maximum of \$1,850 per installation day. Three (3) or less cancellations per year will be allowed per contract year at no additional charge.
- 6.4 Lexmark and Customer will mutually agree to an implementation schedule to be completed within six (6) months from the date of signature. Installation of Output Devices after the implementation period will be mutually agreed to by Lexmark and Customer.
- 6.5 Lexmark will be responsible for:
  - a) Delivery of the Output Devices to Customer's 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 Customer Location, 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 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) 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 three (3) Business Days prior to the start of the installation and for the duration of the time required to complete the installation at that site. 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.

- d) 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,
- e) Installation of the printer queues and Printer Drivers,
- f) Customer shall sign and provide to Lexmark, the site readiness document as specified in the project plan.

**6.7** Lexmark will provide Customer an “acceptance document” by serial number and Customer Location. Unless Customer objects or revises this document, Lexmark will deem the Existing Devices as “accepted” for management after fifteen (15) Business Days and they will be subject to invoicing as described in Section 13. In the event that an Output Device is delivered to Customer but not installed within fifteen (15) Business Days, through no fault of Lexmark’s and not described in Section 3.23 of the Agreement, that Output Device shall be subject to invoicing as described in Section 13. Such instances of delayed installation will be communicated to Customer via the project management team.

**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, model and serial number,
- b) Package the specified Existing Devices in packaging provided by Customer, if required,
- c) Move the specified Existing Devices to a Staging location at or near where the Output Device was delivered, within the same building,
- d) De-installation is included for up to eleven thousand six hundred thirty-five (11,635) Existing Devices. De-installation of additional Existing Devices beyond this quantity 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 de-installed including make, model and serial number,
- b) Provide packaging materials at de-installation location, if required,
- c) Ship Existing Devices to desired disposition location,
- d) Any other tasks required for de-installation or disposition.

**6.9** At the expiration or termination of the Agreement, Lexmark will be responsible to remove and ship the Output Devices to disposition locations within twenty (20) Business Days of de-installation unless otherwise mutually agreed with Customer in writing.

**6.10** Upon de-installation and disposal at expiration or termination of any Output Device with a hard drive, Lexmark will physically remove the hard drive from the Output Device and hand over to designated Customer representative at Customer Location. Customer on-site representative will sign mutually agreed upon documentation to confirm that hard drive has been removed from Output Device and provided to Customer.



## **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 Customer shall request that all appropriate personnel will attend and actively participate in the training described below in Sections 8.3 and 8.4. Customer will also provide space and facilities for training where necessary.
- 8.3 End User Training
- 8.3.1 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.
  - 8.3.2 Time of Installation Training – Leased Copier Replacements. In the event Lexmark is replacing a current “leased copier” with a new Output Device of 95 pages per minute or higher, Lexmark will provide a thirty (30) minute training session at the time of installation. If requested by Customer Location, one (1) additional thirty (30) minute follow-up training session may also be conducted.
  - 8.3.3 Additional Training. Lexmark will provide one (1) additional scheduled training session of up to two (2) hours at each Customer Location following the site installation, based on a mutually agreed schedule and to focus on key users to be defined by Customer Location. Where applicable, training provided may include color quality, document finishing, shortcut setup, scan to email, scan to network, and workflow solutions.
- 8.4 Steady State Technical Training.
- 8.4.1 Lexmark will provide six (6) classroom training sessions per year of up to four (4) hours each, including ongoing and continuous education for Customer’s technical resources. This training shall include such items as MarkVision Enterprise training, technical troubleshooting, and other topics upon request.

## 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 fifteen (15) Business Days of the Effective Date. Managed Output Device data Lexmark requires assistance with include, but are not limited to:
- Customer hierarchy level data,
  - Customer Location physical address information,
  - Key contact information including email and phone numbers,
  - IP address or Host name.
- 9.2 For Existing Devices that are to be Managed Output Devices, Customer will make every effort to provide the following data elements within ten (10) Business Days of the Effective Date. Lexmark will assist in gathering this information via electronic discovery, for Customer validation and approval. For any Output Devices self-installed by Customer, the following data elements will also be required, within seven (7) Business Days of installation:
- Serial number,
  - Asset tag identifier,
  - Physical address of the device,
  - Starting page count
  - Contact information at the device level.
- 9.3 Lexmark cannot provide Services until Customer fulfills obligations as outlined in Section 9.1 and upon Operational Readiness.
- 9.4 Lexmark will make available to Customer each month a Lexmark defined standard monthly asset reporting package in accordance with the details in Attachment D, via the Lexmark customer web portal.
- 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. If Customer does not notify Lexmark as described, the problem will be escalated to Customer for resolution of missing Managed Output Devices within thirty (30) days. If resolution does not occur due to Customer's failure to notify Lexmark of a move, Lexmark requires Customer to provide a manual meter reading by the fifth (5<sup>th</sup>) Business Day of the month, or Lexmark will have the right to bill Customer for the missing Managed Output Devices at an estimated amount.
- 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 first LDCM such that it is fully functional within twenty (20) Business Days of the Effective Date. It is anticipated that at least two (2) additional LDCMs may be required as the Output Device fleet is ramped up to full size under this Agreement, for an estimated total of three (3) LDCMs at full steady state. 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 provided by Customer and 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 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 3.1.5 and 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.

## **10.0 PROACTIVE CONSUMABLES MANAGEMENT**

- 10.1** Lexmark shall:
- a) When technically possible, detect the need for Consumables for Managed Output Devices via the LDCM,
  - b) Validate the alert 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 shall:
- a) Provide Lexmark updated contact information for the key supplies contacts for the duration 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 via the Lexmark Cartridge Collection Program as cartridges are licensed for one use by Customer,
  - e) Not grant, bargain, sell or otherwise convey toner cartridges provided by Lexmark to any third party.
- 10.3** Lexmark will implement “**Proactive Device Consumables Notification**”, a visible alert as to toner cartridge order status on the front display panel of networked Lexmark Managed Output Devices, where technically possible, when a Consumables item is proactively ordered via the automated Proactive Consumables Management process. This capability is dependent upon the implementation and successful functioning of LDCM(s), as well as implementation of Lexmark Remote Management extension (LRMe) being installed on all relevant LDCMs.
- 10.4** When applicable, Customer and Lexmark shall agree to the levels of buffer stock to be maintained within the Customer’s environment.

## **11.0 MAINTENANCE SERVICES**

- 11.1** Lexmark will provide to Customer a next Business Day on-site restore Maintenance Service support model for Managed Output Devices.
- 11.2** Customer will:
- a) Instruct Customer end-users to contact Lexmark's help desk for break-fix service requests related to Managed Output Devices, and
  - b) Resolve issues not directly related to Managed Output Devices without Lexmark assistance (such as Customer network issues or application issues impacting print capability).
- 11.3** 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 between the hours of 7:00 a.m. and 9:00 p.m. Monday-Friday and between 7:00 a.m. and 6:00 p.m. on Saturday, 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) Provide for telephone resolution of the problem, or schedule technician arrival on-site the next Business Day,
  - e) Resolve technical issues through on-site repair or replace the Managed Output Device at Lexmark discretion,
  - f) Be responsible for shipping charges related to the exchange and the return of the original Managed Output Device replaced,
  - g) Provide reporting related to service calls as part of the MOS presentation, and
  - h) Provide reporting, where applicable, related to service exchange devices including the serial number of the defective Managed Output Device and the serial number of the replacement Managed Output Device.
- 11.4** 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 term of this Agreement. Attachment A, Table C: Existing Device Fees and Pricing (Including Lexmark Maintenance Services) and Table D: Existing Device Fees and Pricing (Excluding Lexmark Maintenance Services) displays the individual models, their part numbers and the End of Service Life date beyond which Lexmark is unable to provide Maintenance Services.
- 11.5** For calls received prior to 3 PM local 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 attempt to repair or replace the relevant Managed Output Device. For calls received after 3 PM local time, Lexmark will dispatch a service technician for arrival on the second (2<sup>nd</sup>) Business Day to attempt to repair or replace the relevant Managed Output Device.
- 11.6** 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.
- 11.7** 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.

**11.8** 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, by mis-use of devices or damage caused by Customer or by non-authorized parties. Instances of failures related to these situations or by failure of Customer to meet its obligations under this Section 11 may be chargeable to Customer, but such charges should not exceed the cost of a replacement Output Device as listed in Attachment A, Table A – New Output Device Fees and Pricing. Such charges will be reviewed with SBBC for approval prior to being incurred.

**11.9** Lexmark will implement “**Proactive Device Service Notification**”, a visible alert as to Maintenance Service dispatch notification on the front display panel of networked Lexmark Managed Output Devices, where technically possible, when a service request is dispatched to a technician within Supplier’s help desk system. This capability is dependent upon the implementation and successful functioning of LDCM(s), as well as implementation of Lexmark Remote Management extension (LRMe) being installed on all relevant LDCMs.

**11.10 Predictive Service** - In conjunction with Maintenance Services, Lexmark will implement “Predictive Service” for Lexmark Managed Output Devices as described below:

11.10.1 Lexmark will:

- a) Monitor Customer’s Lexmark Managed Output Devices, through data received via LDCM, for cues that indicate a potential upcoming service issue and attempt to resolve; and
- b) Proactively create service request tickets if dispatch is required for issues detected and predicted by our tools.

11.10.2 Customer will:

- a) Provide Lexmark with contact information of key personnel at each Customer Location to assist in remotely fixing device issues when possible; and
- b) Provide Lexmark access to Managed Output Devices through a secure remote connection (i.e. VPN or other means) for optimal capability to reduce resolution time.
- c) Provide Lexmark with reporting on a monthly basis regarding any printer-related service requests resolved by Customer’s help desk, if any.

## **12.0 SITE MANAGEMENT**

- 12.1** Lexmark will provide a dedicated Site Operations Manager (“SOM”), who shall be located at Customer’s I&T Service Desk or Metro Tech Services or otherwise as mutually agreed by the Parties. The SOM individual will be available during each Business Day during the period of performance of this Statement of Work.
- 12.2** Lexmark staff shall be responsible for the following:
- a) Management of Lexmark internal support processes as required,
  - b) Day to day problem solving and Customer interface,
  - c) Fulfillment of ad-hoc reporting requests,
  - d) Providing escalation point of contact for Lexmark break-fix program,
  - e) Performing end user support and training as required and mutually agreed upon by the Customer and Lexmark after initial implementation.
- 12.3** Customer will provide the SOM with the following infrastructure support in order to enable proper fulfillment of the services described herein:
- a) One (1) laptop or 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.
- 12.4** If any planned, unplanned or unexpected absence of on-site personnel occurs of up to seven (7) Business Days, Lexmark will provide customer with a point of contact for remote phone support during the absence. Lexmark must notify Customer if the absence could or will extend beyond seven (7) Business Days, and Lexmark and Customer must mutually agree on the support plan for the remainder of the absence. Lexmark will have up to three (3) months to provide a permanent replacement for onsite personnel if required.

### **13.0 FEES AND PRICING**

**13.1** Ordering will be conducted via Purchase Order issued by Customer's authorized representative 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
- k) Payment - in accordance with MSA and SOW
- l) Reference to Customer's bid request, i.e. "RFP 17-077E"

**13.2** INTENTIONALLY OMITTED.

**13.3** In order to be included in the Price per Page, accessories must be installed at the same time as the Output Device to which they are attached, or at latest must be requested and installed prior to Output Device acceptance as described in Section 6.7. Available Output Device accessories not included in Attachment A, Table B – Accessory Fees and Pricing are listed at Lexmark.com and may be purchased at prices 20% below the price listed on the Lexmark.com website.

**13.4** 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 Price per Page for Actual Volume produced on each Managed Output Device at the applicable Price per Page shown in Attachment A, Table A – New Output Device Fees and Pricing. The charge for Actual Volume begins with the first Page produced on the Output Device.

**13.5** Each month, Lexmark will bill Customer for Services on Existing Devices which are included as Managed Output Devices at the applicable Price per Page for Actual Volume produced on each Managed Output Device at the applicable Price per Page shown in Attachment A, Table C – Existing Device Fees and Pricing (Including Lexmark Maintenance Services) and Table D – Existing Device Fees and Pricing (Excluding Lexmark Maintenance Services). Such billing shall be retroactive to the acceptance date upon which Lexmark begins providing Managed Print Services for the Existing Device as referenced in Section 5.2.1.

**13.5.1** Managed Output Devices priced in Table D: Existing Device Fees and Pricing (Excluding Lexmark Maintenance Services) are those with extended warranty purchased from Lexmark which is still in effect. Once the purchased warranty expires, Managed Output Devices would move to the pricing in Table C: Existing Device Fees and Pricing (Including Maintenance Services).

**13.6** Each month, Lexmark will bill Customer for Consumables that are ordered and shipped for Existing Devices that are not yet included in the Managed Print Services fleet, per Attachment A, Table E – Consumables Purchase Pricing for Non-MPS Devices/Locations.

**13.7** Pricing is defined in the tables included on Attachment A. 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 and 3.1.6.



**ATTACHMENT A: PRICING**

Table A: New Output Device Fees and Pricing

Item #	Description	Model Name	Unit of Measure	Price Per Page
35S5703	New B&W MFD - 40 PPM	Lexmark MX511de	PPP	\$ 0.0177
35S6701	New B&W MFD - 50 PPM	Lexmark MX611de	PPP	\$ 0.0145
24T7436	New B&W MFD - 60 PPM	Lexmark MX812dtfe	PPP	\$ 0.0090
24T7436	New B&W MFD - 70 PPM	Lexmark MX812dtfe	PPP	\$ 0.0090
17919	New B&W MFD - 95 PPM	Ricoh MP 9003	PPP	\$ 0.0079
28E0500	New B&W and Color MFD - 32 PPM	Lexmark CX510de	PPP	\$ 0.0572
28E0500	New B&W and Color MFD 40 PPM	Lexmark CX510de	PPP	\$ 0.0572
40C9500	New B&W and Color MFD 50 PPM	Lexmark CX725de	PPP	\$ 0.0339
42K0042	New B&W and Color MFD 55 PPM	Lexmark CX825dtfe	PPP	\$ 0.0429
42K0072	New B&W and Color MFD 60 PPM	Lexmark CX860dtfe	PPP	\$ 0.0429
32C0205	New B&W and Color MFD 65 PPM	Lexmark CX924dxe	PPP	\$ 0.0429
35S0300	New B&W Single Function - 40 PPM	Lexmark MS510dn	PPP	\$ 0.0203
35S0500	New B&W Single Function - 50 PPM	Lexmark MS610de	PPP	\$ 0.0209
40G0350	New B&W Single Function - 55 PPM	Lexmark MS812de	PPP	\$ 0.0123
28E0050	New B&W and Color Single Function - 32 PPM	Lexmark CS510de	PPP	\$ 0.0608
40C9001	New B&W and Color Single Function - 50 PPM	Lexmark CS725dte	PPP	\$ 0.0519

Table B: Accessory Fees and Pricing

Item #	Description	PPP Adder	Purchase Price
35S0567	MS310,MS410,MS510,MS610, MX310,MX410,MX510,MX511, MX610, MX611 550-Sheet Tray	\$ 0.0013	\$ 179.00
40G0802	MS810, MS811, MS812, MX710, MX711 550-Sheet Tray	\$ 0.0017	\$ 227.00
40G0855	Caster Base	\$ 0.0020	\$ 279.00
42K1267	CX825, CX860 Multi-position Staple Punch Finisher S-LV	\$ 0.0092	\$ 1,259.00
21K0567	CS820, CX820, CX825, CX860 550-Sheet Tray	\$ 0.0020	\$ 272.00
21K0237	CS820, CX820, CX825, CX860 2200-Sheet Tray	\$ 0.0059	\$ 809.00
21K2501	Caster Base for CS/CX800 Series	\$ 0.0023	\$ 314.00
42K2300	CX825/CX860 Staple Finisher	\$ 0.0023	\$ 314.00
40C2100	CS720, CS725, CX725 550-Sheet Tray	\$ 0.0020	\$ 272.00
40C2300	Adjustable Stand	\$ 0.0020	\$ 269.00
38C0636	CS410, CS510, CX410, CX510 550-Sheet Tray	\$ 0.0012	\$ 159.00
35S8502	Adjustable Printer Stand	\$ 0.0020	\$ 269.00
3073173	Swivel Cabinet	\$ 0.0015	\$ 199.00
24T7300	MX810, MX811, MX812 550-Sheet Tray	\$ 0.0016	\$ 219.00
26Z0081	MS911/MX91x Staple, 2/3 Hole Punch Finisher	\$ 0.0187	\$ 2,559.00
26Z0083	MS911/MX91x 2/3 Hole Punch Booklet Finisher	\$ 0.0234	\$ 3,199.00

*\*"PPP Adder" pricing for accessories is only valid at installation or prior to acceptance of the Output Device to which they are attached. Accessories added after acceptance or during the term of the Agreement must be purchased.*

Table C: Existing Device Fees and Pricing (Including Lexmark Maintenance Services)

Item #	Description	Model Name	Unit of Measure	Price Per Page
35S5700	Lexmark B&W MFD - 32 PPM	Lexmark MX310dn	PPP	\$ 0.0260
35S5941, 35S5701	Lexmark B&W MFD - 40 PPM	Lexmark MX511dte, MX410de	PPP	\$ 0.0105
35S6701	Lexmark B&W MFD - 50 PPM	Lexmark MX611de	PPP	\$ 0.0072
24T7436, 24T7401	Lexmark B&W MFD - 60 PPM	Lexmark MX812dtfe, MX710de	PPP	\$ 0.0061
24T7436, 24T7404	Lexmark B&W MFD - 70 PPM	Lexmark MX812dtfe, MX711de	PPP	\$ 0.0061
28E0500, 28C0550, 28D0550	Lexmark B&W and Color MFD - 25 PPM	Lexmark CX510de, CX310dn, CX410de	PPP	\$ 0.0585
28E0500	Lexmark B&W and Color MFD - 32 PPM	Lexmark CX510de	PPP	\$ 0.0585
47B1002	Lexmark B&W and Color MFD - 50 PPM	Lexmark X792dtfe	PPP	\$ 0.0321
42K0071	Lexmark B&W and Color MFD - 60 PPM	Lexmark CX860dte	PPP	\$ 0.0321
35S0300, 35S0100, 35S0060, 35S0160	Lexmark B&W Single Function - 35 PPM	Lexmark MS510dn, MS310dn, MS312dn, MS315dn	PPP	\$ 0.0131
35S0500, 35S0400, 35S0260	Lexmark B&W Single Function - 40 PPM	Lexmark MS610de, MS610dn, MS415dn	PPP	\$ 0.0136
40G0350, 40G0110, 26Z0000	Lexmark B&W Single Function - 50 PPM	Lexmark MS812de, MS810dn, MS911dn	PPP	\$ 0.0089
40G0210	Lexmark B&W Single Function - 60 PPM	Lexmark MS811dn	PPP	\$ 0.0089
28E0050, 28C0050	Lexmark B&W and Color Single Function - 25 PPM	Lexmark CS510de, CS310dn	PPP	\$ 0.0577
28E0050, 28D0000, 28D0050	Lexmark B&W and Color Single Function - 32 PPM	Lexmark CS510de, CS410n, CS410dn	PPP	\$ 0.0577
40C9001, 47B0001, 22Z0000	Lexmark B&W and Color Single Function - 50 PPM	Lexmark CS725dte, C792de, C950de	PPP	\$ 0.0366

Table D: Existing Device Fees and Pricing – (Excluding Lexmark Maintenance Services)

Item #	Description	Model Name	Unit of Measure	Price Per Page
35S5700	Lexmark B&W MFD - 32 PPM	Lexmark MX310dn	PPP	\$ 0.0184
35S5941, 35S5701	Lexmark B&W MFD - 40 PPM	Lexmark MX511dte, MX410de	PPP	\$ 0.0085
35S6701	Lexmark B&W MFD - 50 PPM	Lexmark MX611de	PPP	\$ 0.0072
24T7436, 24T7401	Lexmark B&W MFD - 60 PPM	Lexmark MX812dtfe, MX710de	PPP	\$ 0.0044
24T7436, 24T7404	Lexmark B&W MFD - 70 PPM	Lexmark MX812dtfe, MX711de	PPP	\$ 0.0044
28E0500, 28C0550, 28D0550	Lexmark B&W and Color MFD - 25 PPM	Lexmark CX510de, CX310dn, CX410de	PPP	\$ 0.0469
28E0500	Lexmark B&W and Color MFD - 32 PPM	Lexmark CX510de	PPP	\$ 0.0469
47B1002	Lexmark B&W and Color MFD - 50 PPM	Lexmark X792dtfe	PPP	\$ 0.0264
42K0071	Lexmark B&W and Color MFD - 60 PPM	Lexmark CX860dte	PPP	\$ 0.0264
35S0300, 35S0100, 35S0060, 35S0160	Lexmark B&W Single Function - 35 PPM	Lexmark MS510dn, MS310dn, MS312dn, MS315dn	PPP	\$ 0.0131
35S0500, 35S0400, 35S0260	Lexmark B&W Single Function - 40 PPM	Lexmark MS610de, MS610dn, MS415dn	PPP	\$ 0.0091
40G0350, 40G0110, 26Z0000	Lexmark B&W Single Function - 50 PPM	Lexmark MS812de, MS810dn, MS911dn	PPP	\$ 0.0055
40G0210	Lexmark B&W Single Function - 60 PPM	Lexmark MS811dn	PPP	\$ 0.0055
28E0050, 28C0050	Lexmark B&W and Color Single Function - 25 PPM	Lexmark CS510de, CS310dn	PPP	\$ 0.0530
28E0050, 28D0000, 28D0050	Lexmark B&W and Color Single Function - 32 PPM	Lexmark CS510de, CS410n, CS410dn	PPP	\$ 0.0530
40C9001, 47B0001, 22Z0000	Lexmark B&W and Color Single Function - 50 PPM	Lexmark CS725dte, C792de, C950de	PPP	\$ 0.0323

Table E: Consumables Purchase Pricing for Non-MPS Devices/Locations

Lexmark Part Number	Description	Purchase Price
50F1X0E	MS415 EHY Corp Cartridge	\$ 80.00
50F0Z00	MS415,MX410,MX611 Imaging Unit	\$ 34.06
50F1U0E	MS610 High Yield Corporate Cartridge	\$ 107.00
54G0H00	MS911 High Yield Return Program	\$ 110.00
54G0P00	MS911 Imaging Unit	\$ 48.10
54G0W00	MS911 Waste Toner Bottle	\$ 20.00
60F1H0E	MX410/MX611 High Yield Return	\$ 80.00
60F1X0E	MX611 Extra High Yield Return	\$ 100.00
62D1H0E	MX710 High Yield Return	\$ 118.00
52D0Z00	MX710, MX812 Imaging Unit	\$ 36.43
62D1X0E	MX812 Extra High Yield Return	\$ 158.00
80C1SC0	CX310 Cyan High Yield	\$ 50.00
80C1SY0	CX310 Yellow High Yield	\$ 50.00
80C1SM0	CX310 Magenta High Yield	\$ 50.00
80C1SK0	CX310 Black High Yield	\$ 39.28
70C0D20	CX310, CS410 Cyan Developer Unit	\$ 35.00
70C0D30	CX310, CS410 Magenta Developer Unit	\$ 35.00
70C0D40	CX310, CS410 Yellow Developer Unit	\$ 35.00
70C0D10	CX310, CS410 Black Developer Unit	\$ 35.00
C540X75G	CX310, CS410, C544 Waste Toner Bottle	\$ 7.80
70C1HC0	CS410 Cyan High Yield Return	\$ 65.00
70C1HY0	CS410 Yellow High Yield Return	\$ 65.00
70C1HM0	CS410 Magenta High Yield Return	\$ 65.00
70C1HK0	CS410 Black High Yield Return	\$ 50.00
70C0Z50	700Z5 Black & Color Imaging Kit	\$ 150.00
70C0P00	700P Photoconductor Unit	\$ 105.00
70C0D20	700D2 Cyan Developer Unit	\$ 35.00
70C0D30	700D3 Magenta Developer Unit	\$ 35.00
70C0D40	700D4 Yellow Developer Unit	\$ 35.00
70C0D10	700D1 Black Developer Unit	\$ 35.00
C540X75G	Waste Toner Bottle	\$ 7.80
C792X1CG	C792 Cyan Extra High Yield Return	\$ 227.00
C792X1MG	C792 Magenta Extra High Yield Return	\$ 227.00
C792X1YG	C792 Yellow Extra High Yield Return	\$ 227.00
C792X1KG	C792 Black Extra High Yield Return	\$ 110.00
C792X77G	C792, X792 Waste Toner Bottle	\$ 10.80
C925H2CG	C925 Cyan High Yield Return	\$ 172.89
C925H2MG	C925 Magenta High Yield Return	\$ 172.89
C925H2YG	C925 Yellow High Yield Return	\$ 172.89
C925H2KG	C925 Black High Yield Return	\$ 107.46
C925X76G	C925 Waste Toner Bottle	\$ 10.70
C925X72G	C925/X925 Black Imaging Unit	\$ 66.80
C925X73G	C925/X925 Cyan Imaging Unit	\$ 75.10
C925X74G	C925/X925 Magenta Imaging Unit	\$ 75.10

Lexmark Part Number	Description	Purchase Price
C925X75G	C925/X925 Yellow Imaging Unit	\$ 75.10
C950X2CG	C950 Cyan Extra High Yield Return	\$ 285.00
C950X2MG	C950 Magenta Extra High Yield Return	\$ 285.00
C950X2YG	C950 Yellow Extra High Yield Return	\$ 285.00
C950X2KG	C950 Black Extra High Yield Return	\$ 120.00
C950X76G	C950 Waste Toner Bottle	\$ 24.50
C950X71G	C950 Black Photoconductor Kit	\$ 150.00
C950X73G	C950 Color Photoconductor Kit	\$ 500.00
12A3160	T520 High Yield Reconditioned	\$ 135.00
12A7612	Hgh High Yield Reconditioned	\$ 140.00
64080HW	Hgh High Yield Reconditioned	\$ 140.00
64480XW	T644 Extra High Yield Reconditioned	\$ 160.00
T650H80G	T650 High Yield Reconditioned	\$ 190.00
C782X1CG	C782 Cyan High Yield Return	\$ 304.50
C782X1MG	C782 Magenta High Yield Return	\$ 304.50
C782X1YG	C782 Yellow High Yield Return	\$ 304.50
C782X1KG	C782 Black High Yield Return	\$ 135.70
C792X77G	782, C792 Waste Toner Bottle	\$ 10.80
C544X1KG	C54x/X54x Black Extra High Yield Return	\$ 85.00
C544X1CG	C54x/X54x Cyan Extra High Yield Return	\$ 92.00
C544X1MG	C54x/X54x Magenta Extra High Yield Return	\$ 92.00
C544X1YG	C54x/X54x Yellow Extra High Yield Return	\$ 92.00
C540X75G	C54x/X54x Waste Toner Bottle	\$ 7.80
C7720KX	C772 Black Extra High Yield Return	\$ 179.85
C7720CX	C772 Cyan Extra High Yield Return	\$ 405.14
C7720MX	C772 Magenta Extra High Yield Return	\$ 405.14
C7720YX	C772 Yellow Extra High Yield Return	\$ 405.14
10B3100	C772 Waste Toner Bottle	\$ 13.28

**ATTACHMENT B**

[INTENTIONALLY OMITTED]

**ATTACHMENT C: Change Request Process Form**

As described in Sections 3.1.5 and 3.1.6 of this SOW, The Parties may desire to modify the scope of effort herein during the period of performance 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 below. 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.

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.

**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**

Name of Report	Description of report	Frequency of delivery
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 (For non-MPS Toner Purchase Only)	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 consumables purchase 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
Monthly M/WBE Subcontractor Utilization Report	This report to be provided monthly including required fields via a format provided by Customer.	Monthly