



*Authorized Federal Supply
Schedule Pricelist*

Federal Supply Service
U.S. General Services Administration

Effective Period: October 1, 2001 through September 30, 2011
Contract Number: GS-25F-0059M for 51 57, 51 58, 51 58a, 51 100, 51-100c and 51 501
Through Contract Modification Number PO-0941 effective September 9, 2008
Note: Modification Numbers 71 – 930 have not been assigned by GSA.

FSC Group 36 – Office, Imaging and Document Solutions - FSC Class 7430
Large Business

Lexmark International, Inc.
740 West New Circle Road
Bldg. 046
Lexington, Kentucky 40550
Tel: 800.258.8575
Fax: 800.332.9539

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!TM, a menu-driven database system. The INTERNET address for GSA Advantage!TM is: <http://www.fss.gsa.gov>.

CUSTOMER INFORMATION

- 1a. **Special Item Numbers:** SIN 51 57
SIN 51 58
SIN 51 58a
SIN 51 100
SIN 51 100c
SIN 51 501

- 1b. **Lowest Priced Model Number:** X85MSUP05- EXCESS
X85MSUP15- EXCESS and X85MSUP30- EXCESS
Unit Price: \$.0037

- 2. **The Maximum Order:**

The Maximum Order value for the following Special Item Numbers (SINs) is \$350,000 per order:

SIN 51 58Lease-to-Ownership Plan (LTOP) – Copiers
SIN 51 58a Operating Lease Plan – Copiers Only
SIN 51 57Maintenance Service Agreement
SIN 51-100Copiers
SIN 51 100c..... Cost-per-Copy Plan

The Maximum Order value for the following Special Item Number (SIN) is \$1,000,000 per order.

SIN 51 58Needs Assessment and Analysis Services

- 3. **Minimum Order Amounts:** The minimum order for printer supplies is \$100.

- 4. **Geographic Coverage:** The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico. The geographic scope is the same for all items offered under this contract.

- 5. **Points of Production:** The point of production for items in this contract are as follows:

Boulder, Colorado (Boulder County)
Lexington, Kentucky (Fayette County)
South Korea, Mexico, Japan

- 6. **Discounts from List Price:** All prices shown herein are net Government prices unless otherwise indicated.

- 7. **Quantity Discounts:** None.

- 8. **Prompt Payment Terms:** Prompt payment is 0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later.

- 9a. **Government Credit Card:** Government purchase cards are accepted up to the micro-purchase threshold.

- 9b. **Government Credit Card:** Government purchase cards are accepted above the micro-purchase threshold.

- 10. **Foreign Items:** See Attachment I.

- 11a. **Time of Delivery:** Delivery will be made within 30 days after receipt of order to the 48 contiguous states and the District of Columbia. Delivery will be made within 60 days after receipt of order to Alaska, Hawaii, and Puerto Rico.

- 11b. **Expedited Delivery:** Quicker delivery times than those set forth in paragraph 11a above are available from the Contractor or its Authorized Government Reseller based on the availability of product inventory. Delivery times of 1-30 days after receipt of order (ARO) are available, as negotiated between the Ordering Office and the Contractor.

- 11c. **Overnight and 2-Day Delivery:** When schedule customers require overnight or 2-day delivery, agencies are encouraged to contact the Contractor or Authorized Government Resellers for the purpose of obtaining accelerated delivery. The Contractor provides overnight and 2-day delivery times subject to the availability of product inventory. The Contractor shall pay for shipment, with freight prepaid and invoiced (the agencies will be invoiced once charges are known). Authorization must be included on the Government order for products.

- 11d. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 12. **F.O.B. Point(s):** Destination.

- 13. **Ordering Address:**

Lexmark International, Inc.
740 West New Circle Road, Bldg. 046
Lexington, KY 40550
Attention: Federal Government Sales
Phone: 800-258-8575
Fax: 866-232-4202
Web: www.lexmark.com/federal

OR

Lexmark International, Inc.
c/o Authorized Government Reseller
(see listing page 8)

14. **Payment Address:** from the Contractor's service center or as approved by the Contractor.)
- Lexmark International, Inc.
C/o Bank of America
PO Box 96612
Collection Center Drive
Chicago, IL 60693
- OR
- Lexmark International, Inc.
c/o Authorized Government Reseller
(see listing page 8)
- 1.3 Maintenance under the MSA for Multifunctional Devices is provided during normal business hours (Monday through Friday 9AM – 9PM EST) except holidays. All parts and labor necessary to restore the Multifunctional Device(s) to normal operating condition are included. The Ordering Activity will contact the Help Desk at 1-800-Lexmark.
- 1.4 The Contractor will respond to a service call on average within nine (9) working hours after written or oral notification.
15. **Warranty Provisions:** Warranty periods vary per item. From the date of purchase, items fall under a 90 day, 1 year or Lifetime warranty. Refer to the Contractor's Schedule pricelist for the specified warranty period per item. 1.5 The Contractor shall provide preventative maintenance if required, which includes periodic service calls necessary to maintain the equipment in first class operating condition (e.g., inspect, test, clean; lubricate, adjust and replace parts when needed) that are designed to reduce equipment failure and extend useful life. Preventative Maintenance visits can be scheduled with remedial visits.
16. **Export Packing Charges:** Not available within the scope of this contract.
17. **Terms and Conditions of Government Purchase Card Acceptance:** Government credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer will be printed on the invoice. 1.5 A Purchase Order or Statement of Work (SOW) shall define specific performance scope (i.e. allowable copies), pricing (monthly charges), and point of contact information, the serial numbers and the UL listings numbers of the Multifunctional Devices at each location.
18. **Terms and Conditions of Rental, Maintenance and Repair:** Rental and Repair are not available within the scope of this contract. See Item 23. for Preventative Maintenance. 1.6 Replacement parts will be furnished on an exchange basis and will be new or same as new in performance. All parts removed due to replacement become the property of the Contractor. The rates include the furnishing and installation of photoconductors (belts, drums), maintenance kits or brushes where applicable. MSA requires usage of Contractor supplies for all maintenance options.
19. **Terms and Conditions of Installation:** Supplies under this contract are considered to be self-installable.
20. **Terms and Conditions of Repair Parts:** Not applicable under the scope of this contract. 1.7 MSA for Multifunctional Devices does not include consumables, relocation of equipment, adding or removing of accessories, attachments to other devices, exterior painting, or refinishing the unit, repair of damage in service time resulting from operator neglect or application for which the equipment was not designed or repair of damage resulting from accident, transportation, neglect, misuse, failure of electrical power, failure of A/C, failure of humidity controls or any cause other than ordinary use, replacements of Multifunctional Device parts not furnished by the Contractor, electrical work external to the Multifunctional Device, maintenance work on Multifunctional Device accessories, attachments or other devices not furnished by the Contractor. MSA's are not available in unsafe or hazardous environments (as determined by the Contractor.)
- 20a. **Terms and Conditions for Other Services:** Not applicable under the scope of this contract.
21. **List of Service and Distribution Points:** Not applicable under the scope of this contract.
22. **List of Participating Dealers:** See Authorized Government Resellers list following paragraph 26.
23. **Preventive Maintenance:**
- MAINTENANCE SERVICE AGREEMENT FOR MULTIFUNCTIONAL DEVICES (SIN 51-57)**
1. **Scope:** 1.8 When an accessory is purchased from the Contractor for which MSA pricing is available herein, and the accessory is placed on a Multifunctional Device which is under MSA, that accessory must be included in the MSA effective upon the expiration of the purchase warranty of the accessory. The period of availability of MSA for the accessory will be concurrent with the Multifunctional Device. Any accessory purchased from Contractor for which no MSA pricing is available herein, and which is attached to the Multifunctional Device will be serviced as part of
- 1.1 Lexmark (Contractor) shall provide maintenance for Multifunctional Devices (Multifunctional Devices) listed herein, as requested by the federal government entity (Ordering Activity) during the contract term under a Maintenance Service Agreement (MSA).
- 1.2 The geographic scope is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico (within thirty miles

the normal service of the Multifunctional Device without additional charge.

2. Eligibility:

- 2.1 Multifunctional Devices not under Contractor's Warranty or MSA.
- 2.1.1 Multifunctional Devices purchased from Contractor which have been installed for less than five years from the Multifunctional Device installation date are eligible for MSA subject to inspection of the Multifunctional Device and repairs and parts replacement necessary to bring the Multifunctional Device to Contractor standards. The Ordering Activity shall pay a charge for inspection and repair based on Contractor's hourly rate and the Contractor parts price list, outside the scope of the contract... Parts replacement shall include replacement of the photoconductor if required to meet Contractor standards. In the event the Multifunctional Device is not placed on MSA after an inspection requested by the Government, all charges attributed to such inspection shall be paid by the Ordering Activity.
- 2.1.2 Multifunctional Devices will not be accepted if five years have elapsed from the installation date or if the Multifunctional Device cannot be brought to Contractor standards.
- 2.2 Multifunctional Devices of MSA that have been under Contractor Warranty or MSA continuously since purchase.
- 2.2.1 The Contractor will honor MSA orders which become effective on the date of purchase (or the expiration of the purchase warranty, if applicable). Orders will be honored at rates in effect at the time the service is provided. Extended Period of MSA: Upon expiration of the initial period of the MSA, and at the beginning of each subsequent fiscal year, the Contractor subject to its evaluation and/or inspection of the Multifunctional Device, may accept or reject the renewal of MSA.
- 2.3 MSA is only available for Multifunctional Devices having a valid Contractor serial number and UL listing.
- 2.4 An Ordering Activity must place a minimum of fifteen (15) Multifunctional Devices (either owned or leased) on the MSA.
- 2.5 A Government site is defined as follows: A single agency in a single building or group of buildings (such as a military installation, hospital complex, or group of adjacent single agency buildings). A host Ordering Activity may qualify as a site by acting as the common procurement facility for other Ordering Activities at the site. The Ordering Activity must provide the Contractor with a listing of the eligible models and serial numbers installed within the Ordering Activities for which the host Ordering Activity will place maintenance purchase orders.
- 2.6 Multiple Ordering Activities participating within the scope of a Cooperative Administrative Support Unit (CASU), which is located within a specific metropolitan area, may qualify for participation in the use of the MSA when the aggregate qualifying

Multifunctional Device installations of that CASU meet the 15+unit per site qualifying criteria.

3. Responsibilities of the Contractor:

- 3.1 The Monthly Effectiveness Level ("MEL") percentages shall be calculated as follows: MEL percent = ((total monthly production period in hours) minus (total number of Multifunctional Device downtime hours over the monthly production period) divided by (total monthly production period in hours)) times 100. The total monthly production period in hours shall be calculated by multiplying 8 hours per day times the number of working days in the month (weekend and Federal holidays excluded). The total number of Multifunctional Device downtime hours over the monthly production period shall be calculated as the number of minutes the Multifunctional Device was down (unable to perform one or more of its specified functions) during the monthly production period, divided by 60. Failure of any Multifunctional Device to achieve a MEL of 90 percent or higher shall entitle the Ordering Activity to unilaterally take credit against the monthly billing for that particular Multifunctional Device. The credit shall be calculated as the difference between 100 percent and the achieved MEL percent times the maximum monthly charge.
- 3.2 Following is an example calculation of MEL:
- Total monthly production hours: 21 days times 8 hours = 168 total monthly production hours
- Total number of Multifunctional Device downtime hours over the monthly production period: 1200 minutes divided by 60 = 20 hours
- MEL percent: (168 minus 20, divided by 168) times 100 = 88.095 percent
- Credit percentage taken: 100 percent minus 88.095 percent = 11.005 percent of monthly charge: Assume monthly charge is \$79.50
Ordering Activity credit: 11.005 percent of \$79.50 = \$8.75
- Exclusions from downtime calculation:
- 3.3.1 Noncompliance with operator manual, use of unsuitable operating supplies, equipment operated at any time other than 8:00 am to 5:00 pm local time are not allowable in computing down-time.
- 3.3.2 In the event that the Ordering Activity page coverage exceeds the industry standard of 5% page coverage on Monochrome Multifunctional Devices and 20% page coverage on the Color Multifunctional Devices, the Contractor may request an equitable price adjustment as defined in FAR 52.16.1.

4. Responsibilities of the Ordering Activity:

- 4.1 The Contractor requires the usage of Lexmark branded consumable supplies in Contractor's Multifunctional Devices. Consumable supplies are defined as toner and staple cartridges.
- 4.2 Meter readings will be faxed or emailed to the Contractor by the Ordering Activity on forms

provided by the Contractor on a monthly basis on the last day of each month.

- 4.3 If the Ordering Activity does not submit a meter reading, the Contractor may estimate the billing based on previous usage. If insufficient data is available for estimating usage, the Contractor will bill only the minimum charge and the charge for accessories, if any.
- 4.4 When a meter reading is received for the lapsed period, the Contractor will bill for the total period since the last meter reading (or estimated reading) less a credit for any minimum or accessory charges previously billed.
- 4.5 The required period of a MSA herein is for the entire federal fiscal year from October 1st (or for new equipment, the installation initiation date if later) through September 30th. MSA issued by the Ordering Activity on a monthly basis are not acceptable. The MSA renewal must remain in effect throughout the twelve month period unless a thirty (30) day written notice of cancellation is received by the Contractor. Prior written notice is required if the Ordering Activity elects not to renew the MSA for the upcoming fiscal year.
- 4.6 Prior written notice is required if the Ordering Activity elects not to renew the MSA for the upcoming fiscal year.

5. Invoices and Payments:

- 5.1 Invoices for maintenance shall be submitted by the Contractor on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears.
- 5.2 Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

6. Use of Subcontractors:

The Contractor may employ the use of Authorized Service Providers as subcontractors in the performance of MSA.

7. Relocation of Multifunctional Devices:

Relocation of Multifunctional Devices should be made by Contractor to prevent equipment damage except for relocations which the Contractor determines prior to the move do not require trained moving or technical personnel. If the relocation is made without the Contractor and damage to the Multifunctional Device occurs, the Government will bear the repair expense outside the scope of the contract... When relocation (either internal or external) is necessary, the Government will request a price quotation from the local Contractor office. The Contractor will submit a quotation of an amount which will not be exceeded, and the Government will issue a purchase order in that amount. If after the move the actual charges are less, the Contractor will invoice the lesser amount. The cost of a move will vary depending on equipment type, distance, etc. The Contractor quotation will include the costs of

transportation (if any), rigging (if any) plus the hourly labor rate charges for the necessary Contractor Technical Representative at the old and new site. All charges will be outside the scope of the contract...

8. Cancellation

Prior written notice is required if the Ordering Activity elects not to renew MSA for the upcoming fiscal year. Time and Materials invoice(s) outside the scope of the contract. will be submitted to the Government if the Ordering Activity has chosen not to provide renewal notification under the MSA per the following circumstances: (a) When service is requested by the Ordering Activity and performed by the Contractor prior to receipt of Ordering Activity's Fiscal Year renewal document: or (b) service is performed by the Contractor at the Ordering Activity's request after the Ordering Activity submits the 30 day written notice of cancellation. Upon receipt of the required 12 month renewal Purchase Order, the Contractor shall credit out any previously submitted Time and Materials invoices.

9. Obligation of Funds:

The Contractor is not obligated to monitor the use of machines to insure that billings do not exceed amounts shown on purchase orders. The Ordering Activity will be responsible for insuring that adequate funds have been allocated for excess meter usage. Consequently, the amount of funding shown on any purchase order shall not be binding on the Contractor.

COST-PER-COPY PLAN FOR MULTIFUNCTIONAL DEVICES (SIN 51-100c).

1. Scope:

- 1.1 Lexmark (Contractor) shall provide maintenance for Multifunctional Devices (Multifunctional Devices) listed herein, as requested by the federal government entity (Ordering Activity) during the contract term under a Cost per Copy Plan ("CCP").
- 1.2 The geographic scope is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and the Commonwealth of Puerto Rico (within thirty miles from the Contractor's service center or as approved by the Contractor.)
- 1.3 Maintenance under the CCP for Multifunctional Devices is provided during normal business hours (Monday through Friday 9AM – 9PM EST) except holidays. All parts and labor necessary to restore the Multifunctional Device(s) to normal operating condition are included. The Ordering Activity will contact the Help Desk at 1-800-Lexmark.
- 1.4 The Contractor will respond to a service call on average within nine (9) working hours after written or oral notification.
- 1.5 The Contractor shall provide preventative maintenance if required, which includes periodic service calls necessary to maintain the equipment in first class operating condition (e.g., inspect, test, clean; lubricate, adjust and replace parts when needed) that are designed to reduce

- equipment failure and extend useful life. Preventative Maintenance visits can be scheduled with remedial visits.
- 1.5 A Purchase Order or Statement of Work (SOW) shall define specific performance scope (i.e. allowable copies), pricing (monthly charges), and point of contact information, the serial numbers and the UL listings numbers of the Multifunctional Devices at each location.
- 1.6 Replacement parts will be furnished on an exchange basis and will be new or same as new in performance. All parts removed due to replacement become the property of the Contractor. The rates include the furnishing and installation of photoconductors (belts, drums), maintenance kits or brushes where applicable. CCP requires usage of Contractor supplies for all maintenance options.
- 1.7 CCP for Multifunctional Devices does not include, relocation of equipment, adding or removing of accessories, attachments to other devices, exterior painting, or refinishing the unit, repair of damage in service time resulting from operator neglect or application for which the Multifunctional Device was not designed or repair of damage resulting from accident, transportation, neglect, misuse, failure of electrical power, failure of A/C, failure of humidity controls or any cause other than ordinary use, replacements of Multifunctional Device parts not furnished by the Contractor, electrical work external to the Multifunctional Device, maintenance work on Multifunctional Device accessories, attachments or other devices not furnished by the Contractor. CCP's are not available in unsafe or hazardous environments (as determined by the Contractor.)
- 1.8 When an accessory is purchased from the Contractor for which CCP pricing is available herein, and the accessory is placed on a Multifunctional Device which is under CCP, that accessory must be included in the CCP effective upon the expiration of the purchase warranty of the accessory. The period of availability of CCP for the accessory will be concurrent with the Multifunctional Device. Any accessory purchased from Contractor for which no CCP pricing is available herein, and which is attached to the Multifunctional Device will be serviced as part of the normal service of the Multifunctional Device without additional charge.
- is not placed on CCP after an inspection requested by the Government, all charges attributed to such inspection shall be paid by the Ordering Activity.
- 2.1.2 Multifunctional Devices will not be accepted if five years have elapsed from the installation date or if the Multifunctional Device cannot be brought to Contractor standards.
- 2.2 Multifunctional Devices of CCP that have been under Contractor Warranty or CCP continuously since purchase.
- 2.2.1 The Contractor will honor CCP orders which become effective on the date of purchase (or the expiration of the purchase warranty, if applicable). Orders will be honored at rates in effect at the time the service is provided. Extended Period of CCP: Upon expiration of the initial period of the CCP, and at the beginning of each subsequent fiscal year, Lexmark, subject to its evaluation and/or inspection of the Multifunctional Device, may accept or reject the renewal of CCP.
- 2.3 CCP is only available for Multifunctional Devices having a valid Contractor serial number and UL listing.
- 2.4 An Ordering Activity must place a minimum of fifteen (15) Multifunctional Devices (either owned or leased) on the CCP.
- 2.5 A Government site is defined as follows: A single agency in a single building or group of buildings (such as a military installation, hospital complex, or group of adjacent single agency buildings). A host Ordering Activity may qualify as a site by acting as the common procurement facility for other Ordering Activities at the site. The Ordering Activity must provide the Contractor with a listing of the eligible models and serial numbers installed within the Ordering Activities for which the host Ordering Activity will place maintenance purchase orders.
- 2.6 Multiple Ordering Activities participating within the scope of a Cooperative Administrative Support Unit (CASU), which is located within a specific metropolitan area, may qualify for participation in the use of the CCP when the aggregate qualifying Multifunctional Device installations of that CASU meet the 15+unit per site qualifying criteria.

2. Eligibility:

- 2.1 Multifunctional Devices not under Contractors Warranty or CCP.
- 2.1.1 Multifunctional Devices purchased from Contractor which have been installed for less than five years from the Multifunctional Device installation date are eligible for CCP subject to inspection of the Multifunctional Device and repairs and parts replacement necessary to bring the Multifunctional Device to Contractor standards. The Ordering Activity shall pay a charge for inspection and repair based on Contractor's hourly rate and the Contractor parts price list, outside the scope of the contract. Parts replacement shall include replacement of the photoconductor if required to meet Contractor standards. In the event the Multifunctional Device

3. Responsibilities of the Contractor:

- 3.1 The Monthly Effectiveness Level ("MEL") percentages shall be calculated as follows: MEL percent = ((total monthly production period in hours) minus (total number of Multifunctional Device downtime hours over the monthly production period) divided by (total monthly production period in hours)) times 100. The total monthly production period in hours shall be calculated by multiplying 8 hours per day times the number of working days in the month (weekend and Federal holidays excluded). The total number of Multifunctional Device downtime hours over the monthly production period shall be calculated as the number of minutes the Multifunctional Device was down (unable to perform one or more of its specified functions) during the monthly production period, divided by 60. Failure of any Multifunctional Device to

achieve a MEL of 90 percent or higher shall entitle the Ordering Activity to unilaterally take credit against the monthly billing for that particular Multifunctional Device. The credit shall be calculated as the difference between 100 percent and the achieved MEL percent times the maximum monthly charge.

3.2 Following is an example calculation of MEL:

Total monthly production hours: 21 days times 8 hours = 168 total monthly production hours

Total number of Multifunctional Device downtime hours over the monthly production period:
1200 minutes divided by 60 = 20 hours

MEL percent: (168 minus 20, divided by 168) times 100 = 88.095 percent

Credit percentage taken: 100 percent minus 88.095 percent = 11.005 percent of monthly maximum cost-per-copy charge:
(\$.015 per copy) times (30,000 copies) = \$450
Ordering Activity credit: 11.005 percent of \$450 = \$49.52

3.3 Exclusions from downtime calculation:

3.3.1 Noncompliance with operator manual, use of unsuitable operating supplies, equipment operated at any time other than 8:00 am to 5:00 pm local time are not allowable in computing down-time.

3.3.2 In the event that the Ordering Activity page coverage exceeds the industry standard of 5% page coverage on Monochrome Multifunctional Devices and 20% page coverage on the Color Multifunctional Devices, the Contractor may request an equitable price adjustment as defined in FAR 52.16.1.

4. Responsibilities of the Ordering Activity:

4.1 The Contractor requires the usage of Lexmark branded consumable supplies in Contractor's Multifunctional Devices. Consumable supplies are defined as toner and staple cartridges.

4.2 Meter readings will be faxed or emailed to the Contractor by the Ordering Activity on forms provided by the Contractor on a monthly basis on the last day of each month.

4.3 If the Ordering Activity does not submit a meter reading, the Contractor may estimate the billing based on previous usage. If insufficient data is available for estimating usage, the Contractor will bill only the minimum charge and the charge for accessories, if any.

4.4 When a meter reading is received for the lapsed period, the Contractor will bill for the total period since the last meter reading (or estimated reading) less a credit for any minimum or accessory charges previously billed.

4.2 The required period of a CCP herein is for the entire federal fiscal year from October 1st (or for new equipment, the installation initiation date if later) through September 30th. CCP issued by the Ordering Activity on a monthly basis are not acceptable. The CCP renewal must remain in

effect throughout the twelve month period unless a thirty (30) day written notice of cancellation is received by the Contractor. Prior written notice is required if the Ordering Activity elects not to renew the CCP for the upcoming fiscal year.

4.3 Prior written notice is required if the Ordering Activity elects not to renew the CCP for the upcoming fiscal year.

5. Invoices and Payments:

5.1 Invoices for maintenance shall be submitted by the Contractor on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears.

5.2 Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

6. Use of Subcontractors:

The Contractor may employ the use of Authorized Service Providers as subcontractors in the performance of CCP.

7. Relocation of Multifunctional Devices:

Relocation of Multifunctional Devices should be made by Contractor to prevent equipment damage except for relocations which the Contractor determines prior to the move do not require trained moving or technical personnel. If the relocation is made without the Contractor and damage to the Multifunctional Device occurs, the Government will bear the repair expense outside the scope of the contract. When relocation (either internal or external) is necessary, the Government will request a price quotation from the local Contractor office. The Contractor will submit a quotation of an amount which will not be exceeded, and the Government will issue a purchase order in that amount. If after the move the actual charges are less, the Contractor will invoice the lesser amount. The cost of a move will vary depending on equipment type, distance, etc. The Contractor quotation will include the costs of transportation (if any), rigging (if any) plus the hourly labor rate charges for the necessary Contractor Technical Representative at the old and new site. All charges will be outside the scope of the contract.

8. Cancellation:

Prior written notice is required if the Ordering Activity elects not to renew CCP for the upcoming fiscal year. Time and Materials invoice(s) will be submitted to the Government if the Ordering Activity has chosen not to provide renewal notification under the CCP per the following circumstances: (a) When service is requested by the Ordering Activity and performed by the Contractor prior to receipt of Ordering Activity's Fiscal Year renewal document: or (b) service is performed by the Contractor at the Ordering Activity's request after the Ordering Activity submits the 30 day written notice of cancellation.

Upon receipt of the required 12 month renewal Purchase Order, the Contractor shall credit out any previously submitted Time and Materials invoices.

9. Obligation of Funds:

The Contractor is not obligated to monitor the use of machines to insure that billings do not exceed amounts shown on purchase orders. The Ordering Activity will be responsible for insuring that adequate funds have been allocated for excess meter usage. Consequently, the amount of funding shown on any purchase order shall not be binding on the Contracto

24. **Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable.

25. **Data Universal Number System (DUNS) Number:** 62-333-1717.

26. **Notification Regarding Registration in Central Contractor Registration (CCR) Database:** Contractor has registered with the Central Contractor Registration Database.

27. **Leasing of General Purpose Commercial Equipment SINS 51 58 – Lease-to-Ownership Plan (LTOP) – Copiers and 51 58a – Operating Lease Plan – Copiers Only**

1. Statement of Government Intent:

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 51 58, 51 58a or 51 58b, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 51 58, 51 58a or 51 58b. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. Ordering Procedures:

- (1) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.
- (2) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will

provide the following information to the prospective vendors:

- (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed term of the lease.
 - (iv) Where the equipment will be located
 - (v) Description of the intended use of the equipment.
- (3) The contractor will respond with:
- (i) Whether the contractor can provide the required equipment.
 - (ii) The monthly payment based on the rate and the initial and residual values of the equipment.
 - (iii) The estimated cost, if any, of applicable State or local taxes.
 - (iv) A confirmation of the availability of the equipment on the required delivery date.
 - (v) Extent of warranty coverage, if any, of the leased products.
 - (vi) Cite the cost of any mandatory maintenance as applicable.
 - (vii) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).
- (4) The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges (See FAR Subpart 17.1)
- (5) The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.

3. Order and Period of Leasing Arrangements:

- a. **Lease Options:** At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.
 - 51 58 Lease to Ownership Plan (LTOP) (Lease/Purchase)(Copier)
 - 51 58A Lease with Option to Own (Operating Lease) (Copier)
- b. Annual Year Funding. When using annually appropriated funds when placing an order for leasing, the following applies:
 - (1) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the

- delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.
- (2) All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).
- c. **Multi-Year Funding Within contract Period:** Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.
- d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.
- e. **Assignment of Claims:** In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.
- f. **Government Rights under Lease:** The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.
4. **Maintenance and Installation:**
- a. Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.
- b. When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.
5. **Monthly Payments:**
- a. Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.
- b. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:
- The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.
6. **Expiration of Lease Term:**
- a. Upon the expiration of the Lease Term, the Ordering Agency will:
- (viii)
- (i) Upon 30 day written notice, return the Equipment to the Contractor or -
- (ii) Purchase the equipment at the fair market value of the equipment or;
- Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.
- Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. Additions:

For the purpose of this solicitation the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

- a. The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.
- b. The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the equipment;
 - (2) do not reduce the value of the equipment; and
 - (3) are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.
- c. Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
 - (1) were not leased from the contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- d. Any additions, which are not removable, will become the contractor's property (lien free).
- e. Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.
- f. Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the

financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. Risk of Loss or Damage:

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. Warranty:

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. Equipment Performance:

- a. The equipment supplied must be in operational or repairable condition throughout the term of the lease.
 - (1) Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
 - (2) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.
- b. After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.
- c. Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the

contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

11. Title:

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. State and Local Taxes (52-229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by reference.

13. Early Termination Charges:

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (I) Termination for the Government's Convenience. The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than

those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP) SIN 51-58

Termination Fee = $\text{pmt}(i,n,P) * n - \text{sum of PMT} - \text{FMV}$

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases SIN 51 58a and 51 58b

Termination Fee = $\text{PV}(i, n, \text{PMT})$

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

14. Termination for Non-Appropriation:

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINs 51 58/Lease to Own (Copiers), 51 58a/Operating Lease (Copier), and 51 58b/all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. Lease Extensions:

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. Lease Expirations — SIN 51 58/Lease to Own:

Title to equipment installed under SIN 51 58 automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. Lease Expirations - SIN 51 58A/Operation Lease Lease And 51 58B/All Other Equipment:

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. Return of Equipment:

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

28. Needs Assessment and Analysis Services (NAAS) SIN 51 501**1. Labor Categories:**

LXK – 090706
Systems Engineer – Entry **GSA Price \$99 per hour**

The Systems Engineer Entry develops and plans installations and provides technical training. The Systems Engineer Entry typically possesses a BA/BS with up to two year's related experience.

LXK – 090707

Systems Engineer – Intermediate **GSA Price \$111 per hour**

The Systems Engineer Intermediate develops and plans installations and provides technical training. The Systems Engineer Intermediate provides site preparation services, asset tracking, enhanced data collection, usage tracking, and services that include; physically moving, adding, deleting, and changing hardware devices, reconfiguring software settings and all associated reporting. The Intermediate Systems Engineer's typically possesses a MS/MBA with more than two years and less than 5 years of related experience.

LXK – 090708

Systems Engineer – Senior **GSA Price \$149 per hour**

The Systems Engineer Senior provides technical marketing support, develops strategies, plans installations, and directs the development and implementation of technical solutions. The Systems Engineer Senior provides technical training and education. The Systems Engineer Senior provides Consumables Management service and support along with print fleet management solution design and integration. The Systems Engineer Senior provides toner consumption monitoring, ordering and usage reporting and technical support accounts. The Systems Engineer Senior typically possesses a MS/MBA Degree with a minimum of 5 years of related experience.

LXK – 090709

Systems Engineer – Specialist **GSA Price \$168 per hour**

The System Engineer Specialist develops strategies, plans installations, directs the development and implementation of technical solutions and provides technical training and education. The System Engineer Specialist provides solution implementation and project management for ongoing on-site project for Lexmark service solutions. The System Engineer Specialist typically possesses a MS/MBA Degree with 10+ years of related experience.

LXK – 090710

Systems Engineer – Director **GSA Price \$195 per hour**

The Systems Engineer Director is responsible for technical marketing support. The Systems Engineer Director develops strategies and plans installations, directs the development and implementation of technical solutions, and provides technical training and education. The Systems Engineer Director typically possesses a MS/MBA Degree with 12+ years of related experience.

LXK – 099206

Consultant Services – Entry **GSA Price \$99 per hour**

The Consultant Services Entry develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Entry typically possesses a BA/BS college recruit with up to two years related experience.

LXK – 099207**Consulting Services – Intermediate GSA Price \$111 per hour**

The Consultant Services Intermediate develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Intermediate typically possesses a MS/MBA with more than two years and less than 5 years related experience.

LXK – 099208**Consulting Services – Senior GSA Price \$149 per hour**

The Consultant Services Senior develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Senior typically possesses a MS/MBA with a minimum of 5 years related experience.

LXK – 099209**Consulting Services – Principal/Associate GSA Price \$168 per hour**

The Consultant Services Principal/Associate develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Principal/Associate typically possesses a MS/MBA with a minimum of 10+ year's related experience.

LXK – 099210**Consulting Services – Director GSA Price \$195 per hour**

The Consultant Services Director develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Director typically possesses a MS/MBA with a minimum of 12+ year's related experience.

2. Travel and Transportation Costs:

Travel and Transportation Costs will be handled in accordance with P.L. 99-234, FAR 31.205-46, and contractor's cost accounting system. These costs are directly reimbursed by the ordering agency.

3. Ordering Procedures for Services (Requiring a Statement of Work(G-FCI-920) (MAR 2003):**a. When ordering services, ordering activities shall—**

- (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

- (i) Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate)
- (ii) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

**AUTHORIZED GOVERNMENT
RESELLERS FOR
COPIERS ONLY
UNDER SIN 51 100**

**ATTACHMENT I
FOREIGN ITEMS**

Cyber Core Technologies, LLC

6605 Business Parkway
Meadow Ridge Business Park
Elkridge, MD 21075-6143
POC - Nancy Crider
Phone - 410 561 7133
Fax - 410 308 0950
email - ncrider@cybercoretech.com

Westwood Computer Corporation

11 Diamond Road
Springfield, NJ 07081
POC: Davide Micales
Phone: (973) 376-4242
Fax: (973) 376-8846
Email: d_micales@westcomp.com

Japan

21Z0275
21Z0277
21Z0276
21Z0278
15R0363
15R0062
15R0063
21Z0279
21Z0281
21Z0594
21Z0595
21Z0280
21Z0282
21Z0596
21Z0597
15R0145
21Z0304
21Z0305
21Z0307

Mexico

22G0525
22G0526

South Korea

15R0120
15R0146



**GSA Contract Number GS-25F-0059M
Needs Assessment and Analysis Services (NAAS) SIN 51 501**

Part Number LXX – 090706 – Systems Engineer – Entry

GSA Price \$99 per hour

The Systems Engineer Entry develops and plans installations and provides technical training. The Systems Engineer Entry typically possesses a BA/BS with up to two year's related experience.

Part Number LXX – 090707 – Systems Engineer – Intermediate

GSA Price \$111 per hour

The Systems Engineer Intermediate develops and plans installations and provides technical training. The Systems Engineer Intermediate provides site preparation services, asset tracking, enhanced data collection, usage tracking, and services that include; physically moving, adding, deleting, and changing hardware devices, reconfiguring software settings and all associated reporting. The Intermediate Systems Engineer's typically possesses a MS/MBA with more than two years and less than 5 years of related experience.

Part Number LXX – 090708 – Systems Engineer – Senior

GSA Price \$149 per hour

The Systems Engineer Senior provides technical marketing support, develops strategies, plans installations, and directs the development and implementation of technical solutions. The Systems Engineer Senior provides technical training and education. The Systems Engineer Senior provides Consumables Management service and support along with print fleet management solution design and integration. The Systems Engineer Senior provides toner consumption monitoring, ordering and usage reporting and technical support.accounts. The Systems Engineer Senior typically possesses a MS/MBA Degree with a minimum of 5 years of related experience.

Part Number LXX – 090709 – Systems Engineer – Specialist

GSA Price \$168 per hour

The System Engineer Specialist develops strategies, plans installations, directs the development and implementation of technical solutions and provides technical training and education. The System Engineer Specialist provides solution implementation and project management for ongoing on-site project for Lexmark service solutions. The System Engineer Specialist typically possesses a MS/MBA Degree with 10+ years of related experience.

Part Number LXX – 090710 – Systems Engineer – Director

GSA Price \$195 per hour

The Systems Engineer Director is responsible for technical marketing support. The Systems Engineer Director develops strategies and plans installations, directs the development and implementation of technical solutions, and provides technical training and education. The Systems Engineer Director typically possesses a MS/MBA Degree with 12+ years of related experience.

Part Number LXX – 099206 – Consultant Services – Entry

GSA Price \$99 per hour

The Consultant Services Entry develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Entry typically possesses a BA/BS college recruit with up to two years related experience.

Part Number LXX – 099207 – Consulting Services – Intermediate

GSA Price \$111 per hour

The Consultant Services Intermediate develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Intermediate typically possesses a MS/MBA with more than two years and less than 5 years related experience.

Part Number LXX – 099208 – Consulting Services – Senior

GSA Price \$149 per hour

The Consultant Services Senior develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Senior typically possesses a MS/MBA with a minimum of 5 years related experience.

Part Number LXX – 099209 – Consulting Services – Principal/Associate

GSA Price \$168 per hour

The Consultant Services Principal/Associate develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Principal/Associate typically possesses a MS/MBA with a minimum of 10+ year's related experience

Part Number LXX – 099210 – Consulting Services – Director

GSA Price \$195 per hour

The Consultant Services Director develops and implements customized printing solutions that streamline business processes and workflow in order to reduce operating costs, and improve productivity. The Consultant Services Director typically possesses a MS/MBA with a minimum of 12+ year's related experience



GSA Contract Number GS-25F-0059M
SIN 51 57 (Maintenance Service Agreement – Copiers).

Part Number	Description	GSA Price
X64MSER05	Maintenance Service Agreement inclusive of 5,000 pages per month on X644e/X646e Multifunctional Printers (includes one maintenance kit and no supplies) – Monthly Rate	\$64.75
X64MSER15	Maintenance Service Agreement inclusive of 15,000 pages per month on X644e/X646e Multifunctional Printers (includes one maintenance kit and no supplies) – Monthly Rate	\$69.19
X64MSER30	Maintenance Service Agreement inclusive of 30,000 pages per month on X644e/X646e Multifunctional Printers (includes two maintenance kit and no supplies) – Monthly Rate	\$73.63
X85MSER05	Maintenance Service Agreement inclusive of 5,000 pages per month on X85Xe Multifunctional Printers (includes one maintenance kit, two photoconductor kits and no supplies) – Monthly Rate	\$156.73
X85MSER15	Maintenance Service Agreement inclusive of 15,000 pages per month on X85Xe Multifunctional Printer (includes two maintenance kits, five photoconductor kits and no supplies) – Monthly Rate	\$175.78
X85MSER30	Maintenance Service Agreement inclusive of 30,000 pages per month on X85Xe Multifunctional Printer (includes two maintenance kits, seven photoconductor kits and no supplies) – Monthly Rate	\$182.54
X78MSER05	Maintenance Service Agreement inclusive of 5,000 pages per month on X782e Multifunctional Printer (includes two maintenance kits and no supplies) – Monthly Rate	\$141.64
X78MSER15	Maintenance Service Agreement inclusive of 15,000 pages per month on X782e Multifunctional Printer (includes three maintenance kits and no supplies) – Monthly Rate	\$172.40
X78MSER30	Maintenance Service Agreement inclusive of 30,000 pages per month on X782e Multifunctional Printer (includes four maintenance kits and no supplies) – Monthly Rate	\$204.59
X94MSER05	Maintenance Service Agreement inclusive of 5,000 pages per month on X94Xe Multifunctional Printer (includes one maintenance kit, two photoconductor kits and no supplies) – Monthly Rate	\$394.88
X94MSER15	Maintenance Service Agreement inclusive of 15,000 pages per month on X94Xe Multifunctional Printer (includes two maintenance kit, five photoconductor kits and no supplies) – Monthly Rate	\$543.68
X94MSER30	Maintenance Service Agreement inclusive of 30,000 pages per month on X94Xe Multifunctional Printer (includes four maintenance kit, ten photoconductor kits and no supplies) – Monthly Rate	\$802.64



**GSA Contract Number GS-25F-0059M
SIN 51 100c (Cost per Copier Plan – Copiers)**

Part Number	Description	GSA Price
X64MSUP05	Cost per Page Plan inclusive of 5,000 pages per month on X644e/X646e Multifunctional Printers (includes one maintenance kit and supplies) – Monthly Rate	\$110.94
X64MSUP05-EXCESS	Excess Print Charge Over Allowance of 5,000 pages per month on X644e/X646e Multifunctional Printers	\$0.0094
X64MSUP15	Cost per Page Plan inclusive of 15,000 pages per month on X644e/X646e Multifunctional Printers (includes one maintenance kit and supplies) – Monthly Rate	\$205.37
X64MSUP15-EXCESS	Excess Print Charge Over Allowance of 15,000 pages per month on X644e/X646e Multifunctional Printers	\$0.0094
X64MSUP30	Cost per Page Plan inclusive of 30,000 pages per month on X644e/X646e Multifunctional Printers (includes two maintenance kits and supplies) – Monthly Rate	\$355.84
X64MSUP30-EXCESS	Excess Print Charge Over Allowance of 30,000 pages per month on X644e/X646e Multifunctional Printers	\$0.0094
X85MSUP05	Cost per Page Plan inclusive of 5,000 pages per month on X85Xe Multifunctional Printer (includes one maintenance kit, two photoconductor kits and supplies) – Monthly Rate	\$180.19
X85MSUP05-EXCESS	Excess Print Charge Over Allowance of 5,000 pages per month on X85Xe Multifunctional Printer	\$0.0037
X85MSUP15	Cost per Page Plan inclusive of 15,000 pages per month on X85Xe Multifunctional Printer (includes two maintenance kits, five photoconductor kits and supplies) – Monthly Rate	\$236.53
X85MSUP15-EXCESS	Excess Print Charge Over Allowance of 15,000 pages per month on X85Xe Multifunctional Printer	\$0.0037
X85MSUP30	Cost per Page Plan inclusive of 30,000 pages per month on X85Xe Multifunctional Printer (includes two maintenance kits, seven photoconductor kits and supplies) – Monthly Rate	\$298.50
X85MSUP30-EXCESS	Excess Print Charge Over Allowance of 30,000 pages per month on X85Xe Multifunctional Printer	\$0.0037
X78MSUP05	Cost per Page Plan inclusive of 5,000 pages per month on X782e Multifunctional Printer (includes two maintenance kits and supplies) – Monthly Rate	\$493.65
X78MSUP05-EXCESS	Excess Print Charge Over Allowance of 5,000 pages per month on X782e Multifunctional Printer	\$0.0792
X78MSUP15	Cost per Page Plan inclusive of 15,000 pages per month on X782e Multifunctional Printer (includes three maintenance kits and supplies) – Monthly Rate	\$1,342.77
X78MSUP15-EXCESS	Excess Print Charge Over Allowance of 15,000 pages per month on X782e Multifunctional Printer	\$0.0792
X78MSUP30	Cost per Page Plan inclusive of 30,000 pages per month on X782e Multifunctional Printer (includes four maintenance kits and supplies) – Monthly Rate	\$2,559.16
X78MSUP30-EXCESS	Excess Print Charge Over Allowance of 30,000 pages per month on X782e Multifunctional Printer	\$0.0792
X94MSUP05	Cost per Page Plan inclusive of 5,000 pages per month on X94Xe Multifunctional Printer (includes one maintenance kit, two photoconductor kits and supplies) – Monthly Rate	\$655.90



*GSA Contract Number GS-25F-0059M
SIN 51 100c (Cost per Copier Plan – Copiers)*

Part Number	Description	GSA Price
X94MSUP05-EXCESS	Excess Print Charge Over Allowance of 5,000 pages per month on X94Xe Multifunctional Printer	\$0.0544
X94MSUP15	Cost per Page Plan inclusive of 15,000 pages per month on X94Xe Multifunctional Printer (includes two maintenance kits, five photoconductor kits and supplies) – Monthly Rate	\$1,344.77
X94MSUP15-EXCESS	Excess Print Charge Over Allowance of 15,000 pages per month on X94Xe Multifunctional Printer	\$0.0544
X94MSUP30	Cost per Page Plan inclusive of 30,000 pages per month on X94Xe Multifunctional Printer (includes four maintenance kits, ten photoconductor kits and supplies) – Monthly Rate	\$2,412.85
X94MSUP30-EXCESS	Excess Print Charge Over Allowance of 30,000 pages per month on X94Xe Multifunctional Printer	\$0.0544