



General Purpose Commercial Information Technology Equipment, Software, and Services FSC Group 70

Authorized Kodak Federal Supply Schedule Price List	Contract GS-35F-0368R Effective 02-24-05 Renewal Award Effective 03-31-10 Through 02-23-15
General Services Administration Federal Supply Service Federal Supply Schedule Division FSC Group 70	Catalog Current as of November 2013 Includes Modifications Through 197
Eastman Kodak Company Rochester, New York 14650-1002	Call Your Local Sales Representative to Order Nexpress and Digimaster Equipment Products
Business Size: Large	Government Price Catalogs And Other Product Related Information Is Available On Our Web Site At: http://www.kodak.com/go/fedcat

The GSA Schedule Price List is available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov>

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INFORMATION FOR ORDERING ACTIVITIES

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/price lists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

Domestic Delivery is available within the 48 contiguous states, including Alaska, Hawaii, and Washington, D.C. The Geographic Scope of Contract is *Domestic Delivery only*.

**IN ADDITION TO FEDERAL CUSTOMERS, THIS CONTRACT IS AVAILABLE
TO STATE AND LOCAL GOVERNMENTS**

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

a) Ordering Address

- All Orders should state Contract No. GS-35F-0368R
- The buyers full name, phone/fax and email address
- The Invoice Mail-To address and phone number
- For Non-Federal purchases: If your order is exempt from state or local tax, enclose a copy of your Tax Exempt certificate

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All orders placed under this contract must be issued to:

SIN 132-8 Equipment – High Volume Printing Systems SIN 132-32 Software – High Volume Printing Systems
Eastman Kodak Company
Government Contracting
343 State Street
Rochester, NY 14650-1002
ATTN: Ann Kerwick
Tel: 585-724-1661
Fax: 585-724-1554
E-mail: ann.kerwick@kodak.com
CAGE Code: 4JZS5
DUNS # 78-513-7535

b) Payment Address

All payments are to be made to Eastman Kodak Company:

Eastman Kodak Company
1734 Solutions Center
Chicago, IL 60677-1007

Note: To arrange Electronic Funds Transfer (EFT) payment, contact:

PNC Bank N.A.
(Pittsburgh National Bank)
500 First Avenue
Pittsburgh, PA 15219
877-824-5001
Reference: Routing Transit # 043000096
Account: Eastman Kodak
(Preferred) Account Number: 0002446372 (CTS/820) or
Account Number: 1053104 (CCD/CCD+)

Credit Card orders accepted: Master Card, Visa, American Express and Government Purchase Card.
Credit cards are accepted for purchases below and above the micro-purchase threshold.

Invoice Payment Terms:
NET 30 Date OF Invoice (DOI)

Invoice questions, discrepancies, etc., should be directed to Eastman Kodak Company – IBM Credit Department: Cecelia Coffey Tel: 800-438-5451 (ext.16) or cecelia.coffey@kodak.com.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

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Block 16: Data Universal Numbering System (DUNS) (Main Corporate) **00-220-6183**

Block 30: Type of Contractor – **C (Large Business)**

Block 31: Woman-Owned Small Business – **NO**

Block 36: Contractors Taxpayer Identification Number (TIN) **16-0417150**

4a) Note: Eastman Kodak Company has multiple CAGE codes. For this particular contract, see Kodak CCR registrations under CAGE code 4JZS5.

Note: Eastman Kodak Company Corporate has several DUNS. For this particular contract, see Kodak CCR registrations under DUNS 785137535.

4b) Eastman Kodak Company has registered with SAM (Systems for Award Management) database that now contains the CCR (Central Contractor Registration) records.

5. FOB

Destination. The method of transportation will be selected by the Contractor.

6. DELIVERY SCHEDULE

a)	<u>SIN</u>	<u>Description</u>	<u>Stocked</u>	<u>Non-Stocked</u>
	132-8	High Volume Digital Printers	Per Quote	
	132-32	Term Software License	1-25 days	26-60 days ARO

b) Urgent Requirements/Expedited Orders

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three 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 activity, 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.

For those items eligible for expedited delivery, the following schedule is available:

<u>Special Item Number</u>	<u>Expedited Delivery Time</u>
132-8 - In Stock Equipment (except High Volume Digital Printers)	1-5 days ARO (dependent on shipping method and geographic location)
132-32 - In Stock Term Software License	1-5 days ARO (dependent on shipping method and geographic location)
All Other SINs	Per Quote

7. DISCOUNTS

Prices shown are NET prices; Basic Discounts have been deducted.

a) Prompt Payment: Not applicable

b) Quantity Discount for High Volume Digital Printing Systems only: Negotiable, call for quote.

c) Dollar Volume Discount: DOES NOT APPLY TO HIGH VOLUME DIGITAL PRINTING SYSTEMS.

d) Government Education Institutions are offered the same discounts as all other Government customers ordering under this contract.

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8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not applicable to this contract.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER

All dollar amounts are exclusive of any discount for prompt payment.

\$500,000	SIN 132-8	Purchase of Equipment
	SIN 132-32	Term Software License

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.804.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.804, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a scheduled using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a) **Orders placed at or below the micro-purchase threshold.** Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/price lists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider:
 - 1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - 2) Trade-in considerations;
 - 3) Probable life of the item selected as compared with that of a comparable item;
 - 4) Warranty availability;
 - 5) Maintenance availability;
 - 6) Past performance; and
 - 7) Environmental and energy efficiency considerations.
- c) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to

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seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall

Review additional Schedule Contracts:

- (1) Catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- d) Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts and delivery locations and times.
- e) Price Reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
- f) Small business.** For order exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g) Documentation.** Orders should be documents, at a minimum, by identifying the Contractor (EASTMAN KODAK Company – additional documentation requirements noted above under items 2 through 2.g) the item was purchased from, the item purchased and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED_STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publications." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National

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Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5385 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted by Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- a) Security Clearances: The contractor may be required to obtain/posses varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L.99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f) Organizational Conflicts of Interest: Where there may be an organizations conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j) Availability of Funds: Many Government agencies' operating funds are appropriate for a specific fiscal year. Funds may not be presently available for any orders placed under this contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of

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appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Governments for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of terminations as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience and (m) Termination for Cause (see C.1.).

16. GSA ADVANTAGE

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendor's schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- 1) Manufacturer;
- 2) Manufacturer's Part Number; and
- 3) Product Categories

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (example: Netscape). The Internet address is: **[HTTP://WWW.FSS.GSA.GOV/](http://www.fss.gsa.gov/)**.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, Non-Schedule items and items not on a Federal Supply Schedule contract. ODC's (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market item must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if :

- 1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13,14 and 15), and small business programs (Part 19);
- 2) The ordering activity Contracting Officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- 3) The items are clearly labeled on the order as items not on the Federal Supply Schedules; and
- 4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - 1) Time of delivery/installation quotations for individual orders;
 - 2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - 3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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b) The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS DELIVERY

Not applicable to this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulations (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as “a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.”

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2 (c) (3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Price List, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DE-INSTALLATION, RE-INSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-27a-7) provides that contracts in excess of \$2,000 to which the United States of the District of Columbia is a party for construction, alteration or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment or services. For example, the requirements do not apply to simple installation or alteration of a public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administrations and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable constructions classified installation, de-installation and re-installation services under SIN 312-8.

23. SECTION 508 COMPLIANCE

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If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following Vendor site:

www.kodak.com/go/fedcat
Click on the GUIDELINES and REFERENCE button
Select: Section 508 Regulation

24. PRIME CONTRACT ORDER REQUIREMENTS ON FEDERAL SUPPLY SCHEDULES

- a) Prime Contractors (on cost reimbursement contracts) placing orders under Federal Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

- b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply contract, the latter will govern.

25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective.
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIALS AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule.

See Price Schedule included in this catalog.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals that are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect

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was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial price list will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Not Applicable.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged is the Government price in effect at the time of order placement.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS

EASTMAN KODAK COMPANY COMMERCIAL TERMS AND CONDITIONS OF SALE

1. For those products under warranty, the End User Warranty shall commence upon Product delivery to End User. **Kodak shall include a copy of the eligible End User Warranty with the Product.**
2. The End User Warranty does not cover: 1) problems resulting from circumstances beyond Kodak's control including, but not limited to, overriding, bypassing or defeating interlock switched on Product(s) sold by Kodak; 2) problems due to failure to conform to Kodak's site specifications; 3) time spent in locating Product not at the specified location or waiting for Product availability; 4) relocations of Product or service associated with relocation; 5) service or parts associated with any unauthorized modifications, attachments or service, or problems related to the installation of non-Kodak supplied software or system components; 6) misuse, abuse, failure to follow Kodak's operating instructions; or 7) supply items (such as glass, lamps and Image Maintenance Kits; 8) service associated with the use of supplies or consumables that do not conform to Product specifications; or 9) service without a modem. This warranty does not cover the repair of damage to Product, which occurs during shipment.
3. For products purchased in the United States, warranty service is limited to the United States.
4. Repair or replacements without charge are Kodak's only obligations under this warranty. Kodak will not be responsible for any consequential or incidental damages resulting from the sale, use, servicing or improper functioning of this product, regardless of the cause. Such damages for which Kodak will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the product, cost of any substitute product, facilities or service or claims of customers for such damages.

This limitation of liability will not apply to claims for injury to persons caused by the sole negligence or fault of Kodak or of persons under its direction or control.

Except as set forth herein, Kodak disclaims all warranties, express, implied or statutory, with regard to the products including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. This section shall survive termination or expiration of this agreement.

5. SERVICE SUPPORT

Service support beyond the warranty for Product(s) is not provided under this agreement. Service support may be available from Kodak's Global Customer Service and Support division under a separate Agreement. Call a Sales Agent or Kodak for further information.

6. SHIPPING AND PACKING

Kodak will select the ground carrier and prepay the transportation charges to the end user's U.S. address. Delivery shall be F.O.B. Title to Product(s) and risk of loss shall pass to the End User upon delivery of product(s) when Kodak's carrier is used. In the event the Ordering Officer requests Product(s) be shipped other than by standard means (next day air, etc.), at such time the additional charges for shipment must be listed as a separate line item on the purchase order and as such will be billed on the invoice.

7. RETURN OF PRODUCT

All goods are sold without return privileges except where the Product is determined to be defective in manufacturing, damaged in transit or shipped in error by Kodak. Prior to returning any Product, customer must first obtain a Return Material Authorization ("RMA") number from Kodak Customer Service and include that RMA number on the packing slip for returned material. Customer is responsible for properly packaging returned Product in accordance with applicable user manual instructions. In particular, customer is responsible for properly packaging Product(s) subject to damage from Electrostatic Discharge (ESD). Product must be returned within 30 days after the RMA number is issued. Kodak may refuse to accept the return of any Product for which customer has not provided an RMA number, or for which the RMA number was issued more than 30 days prior to the return.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE
LICENSES (SPECIAL ITEM NUMBER 132-33) AND SOFTWARE MAINTENANCE (SPECIAL ITEM
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial price list will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _____ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from _____ to _____.

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32)

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September

TERMS AND CONDITIONS

30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. 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.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits that are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

TERMS AND CONDITIONS

8. UTILIZATION LIMITATIONS - (SIN 132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule price list, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

TERMS AND CONDITIONS

9. SOFTWARE CONVERSIONS - (SIN 132-32)

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule price list, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

See: EASTMAN KODAK COMPANY SOFTWARE LICENSE AGREEMENT

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SOFTWARE LICENSE AGREEMENT (for High Volume Digital Printing Systems)

GRANT OF LICENSE. Eastman Kodak Company, on behalf of itself and its subsidiaries and affiliates, as applicable, ("Kodak") grants End User a license to use one copy of the enclosed software program(s) for which the applicable fee has been paid (the "Software") subject to the license restrictions set forth below.

RESTRICTIONS ON USE. Kodak hereby grants the End User a non-transferable (except as provided below), non-exclusive license to use the Software in object only and to install the Software on End User's network workstation, client workstation, server or firmware at such site. Once installed, all users wherever located who are connected to the network workstation or server may utilize the Software. End User is granted the right to make a single copy of the Software for system backup or archival purposes by End User. To every such copy (whether in whole or in part) made by End User for the purposes stated above, End User shall affix the same copyright or other proprietary rights notices as were originally affixed to the Software when delivered to the End User. All intellectual property rights in and to the Software, in whole or in part, including all updates and modifications to the Software and the accompanying documentation in any form are the exclusive property of Kodak or its direct and indirect suppliers (each of whom is a third party beneficiary of this Agreement and may enforce its terms) and no title to or ownership of the Software and the accompanying documentation or any parts thereof are hereby transferred to End User. The Software is protected by copyright law and international treaties and constitutes proprietary and confidential information of Kodak or its suppliers and End User agrees not to provide, disclose, or make available the Software or any part thereof to any third party without the prior written permission of Kodak. End User shall not use, print, copy, modify, translate, alter sublicense or display the Software in whole or in part except as expressly provided for in this Agreement. End User shall not attempt to "reverse compile", decompile, or otherwise derive the source code for the Software or defeat any "keys" or codes limiting authorized access or functionality. Any such attempt is a breach of the Agreement entitling Kodak to legal and equitable remedies, including injunctive relief.

TRANSFER OF THE SOFTWARE. End User may not rent, lease, sublicense, or lend versions or copies of the Software. However, End User may transfer the Software in connection with the sale of the entire product on which the Software is loaded provided that the transferee shall be bound by the terms of this Software License.

TERM. The license granted under this Agreement is effective until terminated. End User may terminate it at any time by destroying the Software together with all copies in any form. It will also terminate if End User fails to comply with any term or condition of this Agreement. End User agrees upon such termination to destroy the Software together with all copies in any form.

TRADEMARKS. Trademarks shall be used in accordance with accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. Such use of any trademark does not give End User any rights of ownership in that trademark. The trademarks are the property of the trademark owners.

LIMITED WARRANTY

Kodak warrants that it has the full power and authority to grant the Software Licenses described in the Agreement. Kodak warrants that for a period of six (6) months after delivery, the media on which the Software is delivered will be free from defects in material and workmanship under normal use, and will perform as described in the accompanying written material specifically relating to such Software.

Kodak represents that based solely on prior testing, it has no reason to believe that the Software will not be capable of accurately processing, providing and/or receiving data from, into and between the twentieth and twenty-first centuries, provided, however, that Kodak makes no such representation with respect to software, equipment, or accessories not supplied by Kodak. Kodak does not warrant that the function contained in the Software will meet End User's requirements or that the operation of the Software will be uninterrupted or error free or that the Software will operate in all combinations selected by End User. End User assumes responsibility for operation of the Software to achieve its intended results, and for the installation, use, and results obtained from the Software.

TERMS AND CONDITIONS

KODAK MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EVEN IF KODAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO END USER.

NEITHER KODAK NOR ANY OF ITS REPRESENTATIVES MAKES OR PASSES ON TO END USER OR ANY THIRD PARTY ANY WARRANTY OR REPRESENTATION ON BEHALF OF THIRD PARTY SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

LIMITATION OF REMEDIES

As its sole responsibility for breach of the foregoing warranty during the warranty period, Kodak will in its discretion (i) replace defective media, (ii) use commercially reasonable efforts to promptly correct or work around any defect in the Software, (iii) replace the Software with functionally equivalent software, or (iv) terminate the license and require the End User to return the Software to Kodak and receive a full credit for any amounts paid for the returned Software, plus costs associated with delivery and storage, less a reasonable allowance for beneficial use or damage. These remedies are not available if failure of the Software or media is the result of accident, misuse, abuse, or a failure to follow the operating instructions in the accompanying written materials.

IN NO EVENT WILL KODAK OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF KODAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to End User.

GENERAL

This Agreement is governed by the laws of the State of New York excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and associated documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995). If the Customer is the U.S. Government or any agency or department thereof, the Software and associated documentation are licensed (a) only as a commercial item and (b) with only those rights as are granted hereunder.

EUROPEAN COMMUNITY PROVISIONS

If this Software is used within a country of the European Union, nothing in this Agreement shall be construed as restricting any rights available under the European Community Software Directive (91/250/EEC). To the extent that the local law in a member State grants End User the right to decompile the software to obtain information necessary to render the Software interoperable with other software, End User must first seek written approval from Kodak and comply with the limitations and obligations specified in Article 6 of the European Community Software Directive (91/250/EEC).

ADOBE SYSTEMS INCORPORATED

The Software may contain the following materials provided by Adobe Systems Incorporated ("Adobe") and its suppliers to Kodak: software included as part of the printing system, including PostScript® software and other Adobe software ("Printing Software"), the digitally-encoded machine-readable outline data encoded in the special format and in the encrypted form ("Font Programs"), other software which runs on a computer system for use in conjunction with the Printing Software ("Host Software"). If so, the term "Software" shall be used to include Printing Software, Font Programs and/or Host Software and also includes any upgrades, modified versions, additions, and copies of the Software and, in addition to the provisions described above, the following provisions shall apply:

TERMS AND CONDITIONS

PRINTING SOFTWARE

End-User may use the Printing Software (in object code form only) and accompanying Font Programs (i) on a single output device where the device contains an embedded controller; OR (ii) for Printing Software which resides on a host computer, on up to the number of central processing units ("CPUs") authorized for imaging to the licensed output device(s), solely for End User's own internal business purposes.

ROMAN FONT PROGRAMS

In addition to the license for Font Programs set forth above, End User may use Roman Font Programs and Adobe Type Manager® to reproduce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on up to five (5) computers for use with the Printing Software. End User may take a copy of a Roman Font Program End User has used for a particular file to a commercial printer or other service bureau, and such service bureau may use the Roman Font Program to process the file, provided such service bureau has informed End User that it has purchased or been granted a license to use that particular Roman Font Program.

HOST SOFTWARE

End User may install the Host Software in a single location on a hard disk or other storage device on one computer or such greater number of computers authorized ("Permitted Number of Computers"), and, provided that the Host Software is configured for network use, install and use the Host Software on a single file server for use on a single local area network for either (but not both) of the following purposes: (i) permanent installation onto a hard disk or other storage device on up to the Permitted Number of Computers; or (ii) use of the Host Software over such network, provided the number of different computers on which the Host Software is used does not exceed the Permitted Number of Computers. End User may make one backup copy of the Host Software, provided End User's backup copy is not installed or used on any computer. The primary user of each computer on which the Host Software is installed or used may also install the Host Software on one home or portable computer. However, the Host Software may not be used on the secondary computer by another person at the same time the Host Software on the primary computer is being used. Notwithstanding the above restrictions, End User may install the Adobe Driver Software on any number of computers solely for use with one or more printing systems running the Printing Software.

TERMS AND CONDITIONS

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Eastman Kodak Company provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Florin C. Bocirnea
Telephone: 585-781-9668
Facsimile: 585-724-4122
E-mail: florin.bocirnea@kodak.com

TERMS AND CONDITIONS

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<i>MODEL NUMBER/PART NUMBER</i>	<i>SPECIAL BPA DISCOUNT/PRICE</i>
_____	_____
_____	_____
_____	_____

- (2) Delivery:

<i>DESTINATION</i>	<i>DELIVERY SCHEDULES / DATES</i>
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

<i>OFFICE</i>	<i>POINT OF CONTACT</i>
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.

TERMS AND CONDITIONS

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

TERMS AND CONDITIONS

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

SIN 132-8 -- EQUIPMENT

Description	Catalog Number	Qty	2013 GSA Price
HARDWARE			
High Volume Color Printing (NexPress)			
KODAK NEXPRESS SX2700 Press w/Front End	EPS-1001-01	1	\$ 434,460.00
KODAK NEXPRESS SX3300 Press w/Front End	EPS-1001-02	1	\$ 500,760.00
KODAK NEXPRESS SX3900 Press w/Front End	EPS-1001-03	1	\$ 531,960.00
KODAK NEXPRESS Clear Intelligent Coating Solution	KH2129800	1	\$ 1,000.00
KODAK NEXPRESS Add Paper Cart HCD	KH2154400	1	\$ 1,710.00
KODAK NEXPRESS 2nd HCD Attach Kit	KH2166200	1	\$ 297.50
Watkiss InLine Booklet Maker Conveyor 115V NXP	KH2169000	1	\$ 60,625.00
Watkiss InLine Booklet Maker/Spinemaster 115V NXP	KH2169200	1	\$ 70,325.00
Watkiss OffLine Booklet Maker Conveyor 115V NXP	KH2169400	1	\$ 54,902.00
Watkiss OffLine Booklet Maker ASM Square 115V NXP	KH2169600	1	\$ 64,505.00
Atlas Copco SF8 Air Supply Syst NXP	KH2171700	1	\$ 14,500.00
Atlas Copco SF11 Compressor for 2 KODAK NEXPRESSs	KH2171800	1	\$ 18,800.00
KODAK NEXPRESS Open Input Upgrade Kit	KH2195100	1	\$ 8,240.00
DocuSheeter Roll Feeder 83-100 ppm 60 Hz KODAK NEXPRESS	KH2195200	1	\$ 68,960.00
DocuSheeter Roll Cart KODAK NEXPRESS	KH2195400	1	\$ 1,350.00
DocuSheeter Rear Unwinder Kit inFeed KODAK NEXPRESS	KH2195500	1	\$ 1,500.00
DocuSheeter Front Unwinder inFeed KODAK NEXPRESS	KH2195600	1	\$ 1,500.00
KODAK NEXPRESS Dimensional CL Add Coating Kit	KH2209900	1	\$ 9,500.00
KODAK NEXPRESS MICR Add Color Station Kit	KH2213000	1	\$ 30,000.00
KODAK NEXPRESS open output interface / S	KH2240700	1	\$ 8,240.00
KODAK NEXPRESS Specialty Substrate Leveler	KH2241000	1	\$ 975.00
Watkiss Powersquare 200 Spare Parts Kit	KH2244300	1	\$ 3,200.00
Watkiss Powersquare 200 Stitch Wire	KH2244500	1	\$ 228.00
Watkiss Powersquare 200 G8 Stitch Head	KH2244800	1	\$ 3,440.00
KODAK NEXPRESS ECS Bottom Exhaust Kit SE/SX	KH2246600	1	\$ 500.00
KODAK NEXPRESS SE or Premier Clear Add Coating Station Kit	KH2248600	1	\$ 3,500.00
KODAK NEXPRESS SE or Premier Red Add Color Station Kit	KH2248700	1	\$ 9,500.00
KODAK NEXPRESS SE or Premier Add Blue Color Station Kit	KH2248800	1	\$ 9,500.00
KODAK NEXPRESS SE or Premier Add Green Color Station Kit	KH2248900	1	\$ 9,500.00
KODAK NEXPRESS Glossing Unit	KH2249100	1	\$ 43,200.00
KODAK NEXPRESS open output interface kit / SE	KH2249200	1	\$ 8,000.00
Productivity Module 60Hz / KA	KH2253300	1	\$ 40,000.00
KODAK NEXPRESS High Performance VI Front End	KH2270100	1	\$ 42,500.00
KODAK NEXPRESS Red Fluorescing Add Coating Kit	KH2272200	1	\$ 9,500.00
KODAK NEXPRESS add'l color station kit Light Black	KH2286300	1	\$ 9,500.00
KODAK NEXPRESS High Capacity Delivery / SX	KH2287100	1	\$ 28,800.00
KODAK NEXPRESS Add Paper Cart HCD LS	KH2287300	1	\$ 1,710.00
KODAK NEXPRESS Quick Start ORC and Dry Ink / SX	KH2289900	1	\$ 7,200.00
KODAK NEXPRESS Open Input Upgrade Kit/SX LS SN3401 and greater	KH2290000	1	\$ 5,000.00
KODAK NEXPRESS HD material upgrade	KH2290100	1	\$ 10,000.00
Baum LS Pile Feeder upgrade 914mm/36in	KH2303100	1	\$ 8,000.00
Black & White (Digimaster)			
KODAK DIGIMASTER HD125 60Hz/ KA Bundle	EPS-1003-02	1	\$ 76,320.00
KODAK DIGIMASTER HD125 MICR 60 Hz /KA Bundle	EPS-1003-04	1	\$ 94,680.00
KODAK DIGIMASTER HD150 60Hz /KA Bundle	EPS-1003-06	1	\$ 126,720.00
KODAK DIGIMASTER HD150 MICR 60 Hz /KA Bundle	EPS-1003-08	1	\$ 144,720.00
KODAK DIGIMASTER HD300 60Hz /KA Bundle	EPS-1003-10	1	\$ 241,920.00
KODAK DIGIMASTER HD300 MICR 60Hz /KA Bundle	EPS-1003-12	1	\$ 259,920.00
KODAK DIGIMASTER Roll Feed Interface Kit - PSM	KCA09519	1	\$ 8,775.00
CP Bourg Perfect Binder 60 Hz Bundle	KCBWKABINDER60H	1	\$ 65,700.00
KODAK DIGIMASTER Hole Puncher Bundle	KCBWPUNCHER	1	\$ 33,915.00
KODAK DIGIMASTER Docusheeter LS Roll Feeder	KCDOCUSHEETERLS	1	\$ 84,182.00
KODAK DIGIMASTER Stacker Cart	KC8369779	1	\$ 682.50
KODAK DIGIMASTER External Vent Kit	KC8711418	1	\$ 510.00
KODAK DIGIMASTER EX series Roll Feed I/F Kit - ME	KH2178500	1	\$ 8,677.50

SIN 132-8 -- EQUIPMENT

Description	Catalog Number	Qty	2013 GSA Price
HARDWARE			
KODAK DIGIMASTER EX Series Extended PSM 60Hz	KH2179000	1	\$ 18,700.00
KODAK DIGIMASTER EX Series Paper Supply Module 60Hz	KH2180400	1	\$ 15,640.00
KODAK DIGIMASTER EX Series Inserter 60Hz	KH2180600	1	\$ 25,080.00
KODAK DIGIMASTER EX Series Stacker 60Hz/KA	KH2226800	1	\$ 23,940.00
KODAK DIGIMASTER Stacker Cart/ KA	KH2226900	1	\$ 750.00
KODAK DIGIMASTER Booklet Maker, 60Hz	KH2227100	1	\$ 34,080.00
KODAK DIGIMASTER BPRF Module 60Hz/KA	KH2227300	1	\$ 25,600.00
KODAK DIGIMASTER EX Series Perf Bndr-Input/KA	KH2227400	1	\$ 15,300.00
KODAK DIGIMASTER EX Series Perf Bndr-Output/KA	KH2227500	1	\$ 4,870.00
KODAK DIGIMASTER EX Series Perf Bndr-Binder/KA	KH2227600	1	\$ 49,300.00
KODAK DIGIMASTER Operator Attention Light/KA	KH2236800	1	\$ 255.00
Watkiss Powersquare 200	KH2244100	1	\$ 91,200.00
KODAK DIGIMASTER EX Top Exit module 50-60Hz	KH2273500	1	\$ 16,200.00
KODAK DIGIMASTER Removable Hard Drive Kit	KH2296200	1	\$ 891.00
KODAK DIGIMASTER Docusheeter LS System 60 Hz	KN000436200	1	\$ 59,840.00
KODAK DIGIMASTER EX series Finisher Bypass	MU220001500	1	\$ 1,425.00

SIN 132-12 -- EQUIPMENT MAINTENANCE AGREEMENTS / SERVICE AGREEMENTS				
There are no services assigned to SIN 132-12 at this time.				

There are no services assigned to SIN 132-12 at this time.				

SIN 132-32 -- TERM SOFTWARE LICENSE

Description	Catalog Number	Qty	2013 GSA Price
NEXPRESS SOFTWARE			
SmartBoard Document Mastering Software 6.0 bw SW	KH2267900	1	\$ 1,300.00
SmartBoard Document Mastering Software Suite 6.0 bw SW	KH2268100	1	\$ 6,000.00
SmartBoard Document Mastering Software 6.0 bw SW upg 5	KH2268200	1	\$ 1,000.00
SmartBoard Document Mastering Software Suite 6.0 bw SW upg 5	KH2268400	1	\$ 2,250.00
SmartBoard Document Mastering Software Suite 6.0 bw/color SW	KH2268600	1	\$ 6,000.00
SmartBoard Document Mastering Software 6.0 bw/color SW	KH2268700	1	\$ 1,300.00
SmartBoard Document Mastering Software 6.0 bw/c SW upg 5	KH2268900	1	\$ 2,250.00
SmartBoard Document Mastering Software 6.0 bw to bw/color SW upg 5	KH2269100	1	\$ 1,000.00
Start-up Assistance, Workflow, 1 Day	SD-0001-04	1	\$ 2,000.00
Server - Kodak Premium Enhanced Workflow Server - Pedestal	015-00366A-10	1	\$ 6,825.00
Prinergy TIFF Downloading	015-01039A-01	1	\$ 2,275.00
Prinergy Evo to Prinergy Connect Upgrade - Software Only	015-01040A-04	1	\$ 7,700.00
KODAK Proofing Software for KODAK APPROVAL System - KODAK STACCATO Screening 20 Series	015-01041C-03	1	\$ 4,050.00
KODAK Proofing Software for KODAK APPROVAL System - KODAK PRINERGY	015-01041C-05	1	\$ 2,430.00
KODAK PRINERGY EVO Entry Software	015-01280A-001	1	\$ 4,260.00
KODAK PRINERGY Option - Packaging Flexo Expansion Pack	015-01280A-042	1	\$ 7,100.00
KODAK PRINERGY CONNECT Option - Dashboard	015-01280A-106	1	\$ 3,550.00
KODAK PRINERGY CONNECT Option - Digital Press Management	015-01280A-107	1	\$ 5,680.00
KODAK PRINERGY CONNECT Option - One Additional Digital Press Connection	015-01280A-108	1	\$ 3,550.00
KODAK PRINERGY Option - DotShop Composer	015-01280A-109	1	\$ 5,680.00
KODAK PRINERGY Option - KODAK PREPS Floating License	015-01280A-121	1	\$ 3,550.00
KODAK PRINERGY Option - Refine - 1 Additional Engine.	015-01280A-125	1	\$ 5,680.00
KODAK INSITE Prepress Portal Software for KODAK PRINERGY CONNECT (5 Concurrent User, 2 Render)	015-01281A-001	1	\$ 14,200.00
InSite Prepress Portal Render Engine	015-01281A-101	1	\$ 5,680.00
KODAK PRESSPROOF on KODAK INSITE Prepress Portal Server	015-01283A-001	1	\$ 6,880.00
KODAK PRINERGY and KODAK INSITE License Transfer or Exchange	632-00782A	1	\$ 710.00

SIN 132-34 -- SOFTWARE MAINTENANCE AGREEMENTS / SERVICE AGREEMENTS

There are no services assigned to SIN 132-34 at this time.