

MASTER AGREEMENT #112124 CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services SUPPLIER: Lexmark International Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lexmark International Inc., 740 West New Circle Road, Lexington, KY 40550 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) Participating Entity Access. Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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- Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:
 - a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;
 - b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;
 - c) Services related to the solutions described in 7)a b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) Open Market. Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

- a) During the term of this Agreement:
 - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

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the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) Quotes to Participating Entities. Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) Subsequent Agreements and Survival. Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell Lexmark International Inc.

By: Jeremy Schwartz

Jeremy Schwartz

Title: Chief Procurement Officer

1/28/2025 | 7:05 PM CST

Ross Kezelman
Title: Senior Government Contracts Manager

1/28/2025 | 1:57 PM PST Date:

RFP 112124 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name: Lexmark International Inc.

740 W. New Circle Road

Address:

Lexington, Kentucky 40550

Contact: Kristine McNutt

Email: kristine.mcnutt@lexmark.com

Phone: 214-454-3693 HST#: 06-1308215

Submission Details

Created On: Monday October 14, 2024 11:16:51
Submitted On: Thursday November 21, 2024 13:03:11

Submitted By: Jacel Temblador

Email: jacel.temblador@lexmark.com

Transaction #: a5cc6922-9ee5-42a7-95eb-742ce2d7f88b

Submitter's IP Address: 27.110.206.46

Bid Number: RFP 112124 Vendor Name: Lexmark International Inc.

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ross Kezelman - Senior Government Contracts Manager	*
	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1VPT6	*
5	Provide your NAICS code applicable to Solutions proposed.	333313	
6	Proposer Physical Address:	Lexmark response: 740 West New Circle Road Lexington, Kentucky 40550	*
7	Proposer website address (or addresses):	www.lexmark.com	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ross Kezelman Senior Government Contracts Manager Address: 740 West New Circle Road Lexington, Kentucky 40550 Email: ross.kezelman@lexmark.com Phone: 859-232-2000	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Godzak Senior Account Manager Address: 740 West New Circle Road Lexington, Kentucky 40550 Email paul.godzak@lexmark.com Phone: 315-530-3216	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristine McNutt Lexmark Government Solutions – West Lexmark International, Inc. E-mail: kristine.mcnutt@lexmark.com Phone: 214-454-3693	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item Question Response *	
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Bid Number: RFP 112124 Vendor Name: Lexmark International Inc.

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1991, Lexmark International, Inc. has provided innovative printing and imaging products, software business process solutions, and services for customers around the world.
Totalisa to the requisitor contains.	As a global leader in imaging and output solutions that help organizations better manage their information, we sell products in more than 170 countries throughout North America, South America, Europe, the Middle East, Africa, Asia, the Pacific Ri and the Caribbean.
	Our technology-driven, innovative and industry leading approach enables to deliver solutions of superior value: • Technology driven: We are deeply committed to building our in-house R&D capabilities, leveraging emerging technologies and partnerships to bring together a library of intellectual property that delivers value to our customers and partners. • Innovative: Advance technologies, coupled with deep customer insight, fuels our rapid development cycles. • Industry-leading: We work daily to attract and nurture a highly talented workforce maintain our long-standing reputation as a good corporate citizen, and deliver industrileading offerings in the market.
	The Lexmark Portfolio We serve the market with printing and imaging products used by customers ranging from large enterprises to small businesses.
	We offer a full portfolio of award-winning color and monochrome laser printers and multifunction products (MFPs) for workgroups of virtually any size, along with services that include maintenance, consulting, and systems integration.
	We help customers minimize the cost and IT burden associated with providing a secure, reliable and productive print and imaging environment. We do this in three ways: • Extend the investment by improving the ROI on our customer's investment with products that are designed to maximize reliability, durability, and performance. • Simplify device and infrastructure management by creating an always-on print environment, off-loading traditional physical infrastructure with cloud services, and removing variables that create security risk. • Enable productivity with smart, practical solutions to improve document process with seamless integration to your existing systems.
	The Lexmark Managed Print Services (MPS) offerings are a comprehensive alternative to traditional hardware ownership and self-management. Through Lexmark MPS, you get greater visibility and control of your printing environment. These output solutions are tailored to meet each customer's unique needs and ensure your mission critical business processes run smoothly.
	This philosophy has what has been a foundation for Lexmark's continued success at recognition in the industry.
What are your company's expectations in tevent of an award?	he Upon award of the Sourcewell contract, Lexmark will align our resources from sales, both direct and channel partners, to promote and respond to procurement opportunities and support the Sourcewell members. Lexmark would work with Sourcewell to ensure our teams are prepared with the contract knowledge to position this cooperative contract and add value to our customers. Lexmark will review the member lists to determine new opportunities to pursue with the support of this contract.
	In order to support this contract effectively, Lexmark will collaborate with the Sourcewell contract team and suggests the following practices to ensure success: • A clear and direct channel of communication with Lexmark and the Sourcewell team. Lexmark will train and market with our vast partner community and ensure a smooth transition of information for a further reach of support. • Quarterly touchpoints to answer questions and help provide guidance to encourage contract growth and adoption. • Feedback and follow up from the Sourcewell team on best practices will help Lexmark grow in our responses and expand our cooperative contract adoption.

These collaborative steps will help expedite immediate opportunities as well as stabilize long term growth in the industry.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see the attached documents: Q2 2024 Financial Statement and FY 2023 Financial Reporting in the Financial Strength and Stability section of the portal.	*
14	What is your US market share for the Solutions that you are proposing?	While Lexmark does not track this data point as it is increasing challenging with the expansion of our OEM partnerships, Lexmark's US market share for the proposed solution is approximately 6%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	While Lexmark does not track this data point as it is increasing challenging with the expansion of our OEM partnerships, Lexmark's Canadian market share for the proposed solution is also approximately 6%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Manufacturer. Lexmark is a leading developer, manufacturer and supplier of printing, imaging, device management, managed print and cloud services, and document workflow solutions Lexmark is an experienced global provider of hardware, software and services to the public sector industry. Lexmark has a direct salesforce that focuses on large public sector entities across North America. The Lexmark Service Team supports the direct sales force and all of our customers with a network of both Lexmark employed technicians as well as certified 3rd party support providers. In addition, customers seeking services through a Lexmark Authorized Dealer will have personnel and other resources dedicated to your account to assist you with purchases and support. Lexmark territory sales managers maintain relationships with Lexmark's independent dealers and provide support to partners for Lexmark hardware, warranty, and programs. Lexmark account managers and territory sales managers have national coverage, with a team dedicated to state and local government customers. Lexmark has leveraged its technological capabilities and its commitment to flexibility and responsiveness to build strong relationships with large enterprise customers and channel partners, including distributors and value-added resellers. Lexmark's path-to market includes industry-focused consultative sales and services teams that deliver unique and differentiated solutions to large accounts and channel partners that sell into Lexmark's target industries. Lexmark has partners segmented based on their capabilities in the output industry.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Lexmark has all necessary licenses and certifications in all US states and territories as well as in Canada. Lexmark maintains formal quality assurance programs for each of the major areas of our business. In addition, we are certified in, or adhere to, the standards of several industry-standard quality assurance programs. We apply these programs in our different business areas, such as development, engineering, manufacturing, distribution, marketing, and technical support. Some of the certifications and programs include Six Sigma, American Society for Testing and Materials (ASTM), International Organization for Standardization (ISO), and Japanese Industrial Standards (JIS). On the software side, we have a variety of certifications required to protect credit card data, medical records, and other sensitive information that are sometimes handled in our software solutions. The primary certifications we obtain at most sites are as follows: ISO 9001 for quality management system ISO 14001 for environmental management system OHSAS 18001 or ISO 45001 for occupational health and safety ISO 27001 for information security management system Certification of Lexmark products includes many worldwide safety and regulatory agencies. Each product has appropriate markings of the standards they have been certified to meet. Additionally, we design many Lexmark products to meet voluntary requirements, such as ENERGY STAR, Blue Angel, EPEAT, and German document archival standards. Please check each product for the special design standards they meet. For more information on management systems, please see https://csr.lexmark.com/environmental-management.php. And for product certifications, see https://csr.lexmark.com/product-certifications.php.	*

19	Disclose all current and past debarments or	None
	suspensions for Proposer and any included possible Responsible Party within the past	
	seven years. Proposer must provide notice in	
	writing to Sourcewell if it enters a debarment or suspension status any time during the	
	pendency of this RFP evaluation.	
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Lexmark's product portfolio has received industry accolades for superior design, performance, and reliability from Buyer's Lab, the world's leading independent test lab. Our newest products were chosen by Buyers Lab analysts as the winner of the 2019 Printer/MFP Line of the Year award, citing the following: Exceptional reliability, simple maintenance, and high-yield supplies, which adds up to minimal downtime Robust standard security features and productivity-enhancing workflow tools through eSF Intuitive design, thanks to easy-to-navigate touch screen control panels Strong value proposition across its line, offering standout performances and feature sets for a low total cost of ownership Quocirca — the global market insight and research firm that defines leaders as those advancing sustainability measures in the broader print manufacturer ecosystem — has recognized Lexmark an industry leader in sustainability. Lexmark's sustainability efforts extend to all areas of operation, including MPS, security and cloud services. Among several notable advances Lexmark has achieved since last year's analysis, Quocirca's 2023 report highlights: Achieving CarbonNeutral® certification for the manufacturing plant in Mexico and global headquarters in Lexington, Ky. Significantly increasing the use of renewable energy, targeting an 80% growth by 2025. Receiving validation from the Science Based Targets initiative (SBTi) for its targets for Scope 1, 2, and 3 emissions. "Lexmark sets a remarkable standard in the industry with its ambitious carbon neutrality goals, clearly demonstrating commitment to not only minimizing its own energy consumption but also empowering customers, partners and the wider industry to seize sustainability opportunities and overcome challenges," said Louella Fernandes, director, Quocirca Lexmark named a sustainability leader by Quocirca Quocirca names Lexmark a leader in MPS for 11th year
		Quocirca names Lexmark a leader in MPS for 11th year • Quocirca Managed Print Services Market Landscape, 2023 Quocirca again names Lexmark a leader in cloud print services • Quocirca Cloud Print Services Market Landscape, 2023 Quocirca again names Lexmark a leader in print security • Quocirca Print Security Landscape, 2023
		IDC — the global market insight and research firm that "assesses the transformative activities of the major office printing vendors on a worldwide basis" — has recognized Lexmark as an industry leader in worldwide print transformation. Lexmark IoT Solutions is highlighted in the report. Among the many facets of the IoT portfolio that drive the Lexmark's leadership position, the report named: Harnessing data and analytics and applying a "transformation strategy" with IoT solutions, including Optra Edge and the Optra IoT Platform. Leveraging "an existing strong presence and knowledge" gained through decades of working with the world's top organizations in several industries." Validation by customers, several of whom "spoke glowingly about the bottom-line benefits" of working with Lexmark.
		"Lexmark's Optra Edge and Optra IoT Platforms represent a unique "outside of print" offering that can aid the transformation of an organization's operations," said Keith Kmetz, Program Vice President, International Data Corp. (IDC) Read an excerpt of the report here: https://www.lexmark.com/en_us/analyst-insights/IDC-print-transformation-report-2023.html IDC MarketScape names Lexmark a leader for print in the distributed workforce • IDC MarketScape: Worldwide Print in the Distributed Workforce 2022 Vendor Assessment
		IDC Marketscape names Lexmark a leader in cloud MPS • IDC MarketScape: Worldwide Cloud MPS Hardcopy 2022 Vendor Assessment
		IDC Marketscape again names Lexmark a leader in print security IDC MarketScape: Worldwide Security Solutions and Services Hardcopy 2022- 2023 Vendor Assessment
		EcoVadis Platinum Medal Lexmark received a Platinum EcoVadis Medal for 2024, placing Lexmark among the top 1% of assessed companies. Since 2014, EcoVadis has continued to consistently

		rate Lexmark in high regard.
		Green Check Lexington Since 2016, Lexmark HQ has been a certified Gold Green Check Member based on the program's assessment of current green efforts, new strategies and initiative implementation.
		Colorado Environmental Leadership Since 2009, Lexmark Boulder has been a Gold Member for going above and beyond compliance requirements and advancing sustainability.
21	What percentage of your sales are to the governmental sector in the past three years?	It is very challenging to provide precise sales data for individual market sectors because Lexmark generates revenue through direct sales and through numerous partners. In addition, several of our provincial contracts include K-12 customers who are included in the overall contract spend (not billed independently). Said plainly, we do not receive reporting for every government or education customer buying from Lexmark through larger contracts and our partners. Based on the visibility we do have, we estimate our government sector and educational sector spend is between 15% and 20% of our total revenue.
22	What percentage of your sales are to the education sector in the past three years?	It is very challenging to provide precise sales data for individual market sectors because Lexmark generates revenue through direct sales and through numerous partners. In addition, several of our provincial contracts include K-12 customers who are included in the overall contract spend (not billed independently). Said plainly, we do not receive reporting for every government or education customer buying from Lexmark through larger contracts and our partners. Based on the visibility we do have, we estimate our government sector and educational sector spend is between 15% and 20% of our total revenue.
23	List all state, cooperative purchasing	Lexmark holds the following contract agreements:
	agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	US COOPERATIVE PURCHASING AGREEMENTS NASPO – Multifunction Devices and Related Software, Services, and Cloud Solutions TIPS – Technology Solutions, Products and Services TIPS – Copiers, Fax, Multifunction Machines and Services New York State Office of General Services PEPPM Managed Print Services 2024
		The sales for Lexmark held US cooperative purchasing agreements for the last three years is a combined \$108M, thus approximately \$36M per year. The PEPPM MPS contract is a recent award, so sales data has not yet been accumulated. Lexmark works with our channel partners across the US in many capacities to facilitate sales on their contract vehicles as well, so it is a portion of how the contract segment is represented.
		CANADIAN COOPERATIVE PURCHASING AGREEMENTS Government of Alberta Service New Brunswick Government of Quebec (CAG)
		The sales for the Canadian cooperative purchasing agreements for the last three years is a combined \$16.3, thus approximately \$5.4M per year.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule 08RF47QSMA21D08RF GSA Schedule 47QTCA19D00MA DLA/DCSO-P SP7000-21-D-0012 Government Publishing Office (GPO) C951-M Umbrella Contract The annual sales data for \Lexmark direct Federal Government contracts over the past three years is approximately \$21M, which is estimated to be \$7M per year. This is a fraction of our government sales, as many are sold through our partner lead GSA or SOSA contracts, thus sales are not reported in a manner that is easily captured.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
DeKalb County Board of Education	Monika Davis	678-676-1000	*
NYC Human Resources Administration & Dept of Social Services	Jason Aresco	718-510-0601	*
The School Board of Broward County	Julio Gonzalez	754-321-0356	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Lexmark intends to provide products and services to Sourcewell members directly and through our network of partners. This will expand our reach across the United States and Canada to cover a maximum number of Sourcewell's members.
		Our partner network has authorized Lexmark dealers and resellers in every state in the United States and in all 10 provinces in Canada. Our partners are supported by Lexmark sales specialists who work with them to market our products to customers and ensure our partners understand the contract vehicles and pricing support available from Lexmark.
		Lexmark's direct sales teams are organized into Customer Focus Teams, led by an account manager, services sales specialists, business consultants, technical specialists, and supplies specialists. On average, a Lexmark account manager supports 35 customers. We have sales teams that cover the United States, Canada, and its territories.
		Our direct sales force is organized by vertical industry, ensuring our sales professionals understand the unique challenges customers face in their respective industries. Our industry alignment specifically focuses on Government, Education, and Healthcare, in addition to other commercial industries.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers,	Lexmark has partners segmented based on their capabilities in the output industry. We will discuss each segment below.
	distributors, resellers, and other distribution methods.	COPIER CHANNEL – Copier channel providers are regional or local providers who provide comprehensive offerings that can include equipment (via purchase or lease), implementation support, full maintenance and supplies. These providers can support smaller projects or can often provide full managed print services. Lexmark selects partners who have a practice of selling to state, local, and education (SLED) or nonprofit accounts. Lexmark requires partners who sell to SLED or nonprofit to report sales on a monthly or quarterly basis today. Today, many of these partners sell through other national cooperatives, so they understand the associated requirements. Only partners reporting sales to SLED customers are given the opportunity to participate in Sourcewell with Lexmark.
		Most Lexmark Copier Channel partners carry Lexmark's Business Solutions Dealer (BSD) product line. These devices are intended to be sold as part of contractual engagement that includes service and supplies. BSD products are designated as such in the provided pricing file.
		DIRECT MARKET RESELLER / OFFICE SUPER STORE - Direct Market Reseller / Office Super Store partners typically have national reach with limited services (e.g., general drop-ship fulfillment practice). These partners all have a SLED focus and are invited to participate. All of them hold or participate in national cooperatives contracts today and understand the associated requirements.
		TRADITIONAL IT VALUE ADDED RESELLERS - Traditional IT Value Added Resellers (VARs) can be local or offer national presence. VARs can support traditional device acquisitions up to full managed print services (MPS) programs. These partners are selected based on previous engagement with the Lexmark local SLED team. Partners must have history of success within the SLED marketplace and have dedicated local and/or national representation. Many of these partners sell off national cooperative contracts today.
28	Service force.	It is important to review Lexmark's direct service capabilities as well as the support available through our resellers and dealers.
		Lexmark is widely considered best-in-class for supporting customers with highly distributed printer fleets. Customers with some of the largest and most distributed printer fleets in the world rely on Lexmark. Many of these devices in place with these customers also operate in some of the most challenging environments. For example, Lexmark is the preferred print provider for virtually every pharmacy in the world. Pharmacy devices are mission critical and heavily utilized. Pharmacy stores are also located in almost location where people live. We have designed our service offering to ensure we can execute consistently no matter where a device is located.
		Lexmark's strategy for service starts with our engineering team. We intentionally engineer our devices to last for 7+ years, perform with best-in-class reliability, and be repaired in less than 15 minutes. Technicians can access almost every component in our devices by turning four screws or less. Replacement parts are designed to be

modular to minimize the need for technicians to carry a wide array of parts and to help ensure repair efforts are successful on the first technician visit. Lexmark's intentional focus on engineering reliable devices that can be repaired with minimal efforts improve the effectiveness of our service force and the effectiveness of our partners' service forces.

Lexmark's service force starts with our Technical Support Center (TSC). When a customer needs support for a Lexmark device, service is requested through the Lexmark TSC. Our TSC can provide level-one support by receiving calls directly from an end-user, or we can supplement a customer's internal help desk by providing level-two and advanced support. Our TSC is equally adept at servicing individual customers and supporting large, complex organizations who may require custom call scripts. Globally, our TSC can resolve customer issues without requiring a technician dispatch on 60% of the inquiries received.

If a support request does require a technician dispatch, Lexmark has an integrated technician force to provide support throughout the US and Canada. No service provider has technician force that can reach every location in North America. To solve this challenge, our technician force includes both Lexmark direct service technicians in larger markets and fully integrated partner technicians who are an extension of our direct force. We have used this strategy since our inception to great success. As some providers have been forced to downsize their direct technician force due to cost pressures and are having difficulty integrating partners technicians into their service delivery process, we are utilizing mature systems and proven service delivery processes. We are successfully providing support to customers who have over 8,000 locations as well as customers who have devices that are installed in locations without an address (i.e., in a shed along a railroad line). Our standard service level is designed to restore device functionality on the next business day. This is the service level that is assumed in our proposed pricing.

If additional expertise is needed to respond to customer issue, Lexmark has Lexmark's highly trained Field Support Specialists deployed strategically throughout North America. Our Field Support Specialists are not simply experienced technicians. They have access to additional resources, such as our product engineers and developers, to solve the most complex problems. They travel to the point of need, no matter where it is, to assist technicians (and our customers) with their effort to restore functionality to Lexmark devices.

As stated previously, our partners also benefit from the reliability and serviceability of our devices. Since our devices are more reliable and easier to repair, our partners' service teams are also more efficient. We support our partners with robust technician training programs and access to advanced technical support. In addition, we offer our direct and partner technicians a unique resource to ensure they have access to the information and support they need in the palm of their hand, MobileTech. With MobileTech, technicians have access to service manuals, knowledgebase bulletins, and repair videos right on their mobile devices or their laptops. Technicians rave about how easily they can find the information they need to support their Lexmark devices.

For our partners, the reliability of our devices and simple service requirements are a key reason why they recommend Lexmark to their customers. Our partners know that, in addition to their customers enjoying benchmark performance and ease of use, their service organization will be able to service their customers more efficiently with Lexmark as the manufacturer of choice.

With a Lexmark direct Enterprise MPS engagement, additional support resources may be included to provide an enhanced support program. Within an MPS offering, we often include project management support, installation services, device monitoring and reporting, customized maintenance support, automated supplies replenishment, and analytics-based governance. As part of an MPS program, we assign operational management resources who oversee the delivery of the management services we are providing. Depending on the size of the engagement, scope of services required, and service levels, we may also provide dedicated site operations personnel.

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

Upon award, Lexmark will customize a website for Sourcewell members to easily allow them to be guided through their ordering process that fits their needs. This website is designed to provide a seamless and user-friendly experience for customers looking to place orders or explore Lexmark's offerings.

The ordering process begins with customers browsing through a comprehensive catalog of products, each with detailed specifications and pricing. Once a customer selects the products they wish to purchase, they can choose if they would like to purchase immediately through the website at standard contract prices, or request sales support if they intend to request a custom quote for specific opportunity.

For customers who simply want to purchase at standard contract prices, they can place their order via the website by providing payment and shipping details. These customers will receive email confirmations with tracking information once their order has been shipped.

For customer who want a custom quote, the website can provide a list of approved vendors in their state with contact information for both the local Lexmark representative and partner representative. This option is better suited for custom pricing as well as non-purchase acquisition models like leasing or managed print services.

For custom priced orders, whether they are supported by Lexmark directly or processed through distributors or dealers, the website serves as a gateway for initial product selection, but the final order fulfillment and logistics will be mutually agreed to.

Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

To understand our customer service program, it is important to review Lexmark's direct service capabilities as well as the support available through our resellers and dealers. Whether service is being delivered by Lexmark directly or by a partner, support is first built on eliminating downtime altogether, ensuring the root cause of any issue that does occur is easily identified, and that the identified issue is resolved on the first visit as often as possible.

In our response to question 28, Service Force, we explained that our devices are engineered to last for 7+ years, perform with best-in-class reliability, and be repaired in less than 15 minutes. We also engineered our devices to provide more performance and diagnostic information to our technical support teams to improve issue diagnosis. Our devices have over 100 "health check" sensors, including a built-in weather station to improve performance in various temperatures and humidity levels. With these sensors, our devices help analysts diagnose device issues, if not resolve issues remotely without dispatching a technician (eliminating downtime completely). With better reliability, industry leading diagnostic data, and simple repair processes, Sourcewell's members will receive best in class service whether Lexmark's and our partner's service delivery

REQUESTING SERVICE

Lexmark's direct service process begins with engaging our Technical Support Center (TSC). We provide a number of options for our customers to request support. Our TSC's standard hours are Monday through Friday, 8AM to 9PM local time. All of the available support options can be found on the web at support.lexmark.com.

TOLL-FREE SUPPORT LINE: The most common method is to call 1-800-LEXMARK. Our toll-free support line is available for basic warranty support and our enhanced service offerings. Our TSC can support custom call scripts for larger customers to align our TSC interactions with unique customer requirements.

REQESTING A CALL-BACK: A user can request that an analyst call them directly by filling out a quick web-based form. All they need to provide is their name, preferred phone number, the device serial number, and a brief summary of their issue, and one of our analysts will call them directly.

WEB-BASED CHAT: Users can also engage our TSC via chat through a standard browser. Chat has grown in popularity in recent years because it allows users to receive excellent, live support while also working on other tasks between chat interactions.

SUBMIT ONLINE: Users can submit their support requests online by filling out a brief form. Once submitted, the TSC will review the information provided and contact the user directly to troubleshoot the issue.

HELP-DESK INTEGRATION: For customers with a larger number of Lexmark devices where the users are calling an internal help desk for first-level support, we can integrate our call management systems with web APIs. Lexmark would train the internal help desk analysts to perform the initial troubleshooting tasks. If the analyst cannot resolve the issue, he or she can route the ticket automatically to Lexmark within their own internal call management system. As the request moves through the support process, status updates will also be automatically sent to the customer call management system.

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AUTOMATED, PREDICTIVE TICKETS with PROACTIVE DEVICE NOTIFICATIONS: For Lexmark MPS customers, we use our device monitoring capabilities and unique device sensors to identify potential device issues before the user experiences a problem. We can provide true predictive support. With this offering, we have been able to reduce printer-related help desk calls by more than 15% and increase our remote resolution rate to over 70%.

We combine our predictive service with a unique ability to provide real-time status updates for service requests directly on the device user panel. With this capability, a user will see a message on their device's operator panel display confirming when service is requested with the corresponding service request number.

TROUBLESHOOTING

Lexmark strives to eliminate downtime completely. Our analysts will user the information provided by the user and available device error code and/or alert data to determine if an issue can be resolved remotely. Resolution steps may include asking the user to change a driver or device setting or clearing a paper jam. Custom call scripts can also be used as part of our troubleshooting process to ensure our analysts do not spend time asking questions that are not pertinent to a specific environment.

For MPS customers where we are providing Predictive Service, our predictive team will receive predictive service tickets that will provide prescriptive recommendations that are used by our analysts to either remotely resolve issues or set up a preemptive technician dispatch. With Predictive Service, our analysts will also be able to use 'digital twin' technology to help diagnose device issues. With the alert performance and alert data we receive we can build a virtual, digital replica, or twin, of a device for our analyst. Then, the analyst can test different resolution strategies on the digital twin to find the optimal solution.

We also offer Lexmark's Cloud Fleet Management (CFM) utility to enable our support teams and our partners to manage devices remotely. If CFM is enabled by a customer, support teams can manage the settings on a device remotely without having to be on the customer network.

DEVICE REPAIR

If an issue cannot be resolved remotely and a repair is needed, Lexmark offers an array of support options for its customers.

WARRANTY - A new device includes a one-year warranty at the time of purchase. We also offer extended warranties for up to four (4) additional years (five total years of warranty coverage). For smaller monochrome devices, the standard warranty offers "advanced exchange" support. With advanced exchange, Lexmark will express ship a replacement device to the user at no cost. The user will then pack the malfunctioning unit in the replacement unit box and use a pre-paid shipping label to return it back to Lexmark for repair.

Larger monochrome devices and color devices include an onsite repair warranty that can also be extended up to five (5) years of total coverage. Customers can also purchase warranty "upgrades" that will convert an advanced exchange warranty to onsite repair. For onsite repair warranty support, Lexmark dispatches the technician and the recommended parts to the customer location with a targeted onsite response on the next business day following call receipt.

Our standard service targets for next business day service are measured via uptime and next business day restoral rate. The fleet availability target is at least 98% uptime. The service call restoral target is at least 85% of all calls received by our Technical Support Center will be resolved by the end of the following business day. Custom service levels can be developed and made available for specific engagements.

MANAGED SERVICE – In a managed print services (MPS) engagement, additional service capabilities are possible because of the unique data we collect and our ability to deliver technology-based support.

Maintenance service within an MPS agreement is primarily delivered through onsite service. For MPS customers, our default service level targets a next-business day restoral of any service call. Said differently, when a service request is received, we expect the device to be repaired remotely if the analyst can solve the customer issue or before the end of the following business day 90% of the time. Sometimes, this service level target may be extended to account for remote locations where shipping times are longer. Other service levels can also be proposed within an MPS agreement, including dedicated technicians, 4-hour response times (same day service).

hot-swap support, and even self-maintenance.

With MPS, we can provide our unique Proactive Device Notification (PDN) service. With this service, users will receive real-time status updates for any service or supplies request directly on the device operator panel. For example, if a user requested service on their color multifunction device (or if Lexmark initiated a preemptive predictive ticket), the color multifunction device's operator panel will show a message with the request status and request number that is visible to all users of that device. This unique capability ensures any user of a managed device knows the status of all service and supplies requests and eliminates redundant service calls.

For all service efforts, if agreed to by the customer, Lexmark will contact the user to collect feedback on their experience through an optional customer satisfaction survey. We strive to continually improve every facet of our service.

Lexmark's resellers and dealers are almost always authorized service providers too. As an authorized service provider, they may offer their own customized service programs. Lexmark ensures our authorized service providers have access to the technical support, OEM parts, and technician training they need to service their customers quickly and efficiently. Each reseller or dealer will define their own service offering and service level commitments. Lexmark authorizes technician training.

PREVENTATIVE MAINTENANCE

Many manufacturers' devices require frequent "preventative maintenance" to keep their device performing. Often, these preventative maintenance calls are needed due to lower-yield components that wear out quickly and are difficult to access within the machine. The required interventions in these situations do not prevent unexpected service calls, they increase the number of expected calls, thereby increasing downtime and increasing the frequency a user is disrupted from their day-to-day responsibilities.

Lexmark designs our devices to perform reliably with as little intervention as possible. This includes minimizing the need for preventative maintenance. With Lexmark devices, the expected preventative maintenance is performed by replacing a "maintenance kit" (often consisting of a fuser and paper "pick-tires") based on pre-defined page intervals. For example, the medium workgroup multifunction device, the MX632, has a maintenance kit interval of 200,000 pages. If this device is printing 3,000 pages per month, the maintenance kit will be needed in 5½ years. Since Lexmark has defined its fusers similarly to our toner cartridges, when the kit is needed, the entire process takes less than 15 minutes and is often performed by end-users.

When a device nears its predefined maintenance kit page count, a notification will be shown on the operator panel. For standard warranty customers, the user would order the required maintenance kit and then install the kit themselves following step-by-step instructions shown on the device operator panel. For MPS customers, maintenance kit notifications are detected by our monitoring system, and we will automatically ship the required kit and dispatch a technician to perform the installation at no additional cost to the customer. With Proactive Device Notification enabled, the user(s) will see status updates when the need for the kit is detected, when the kit is shipped, and when the kit is delivered. The installing technician will arrive after the kit is delivered.

Many of Lexmark's resellers and dealers also provide preventative maintenance as part of their service offering for their customers. In addition, they may add additional service to the published preventative maintenance schedule as they see fit.

SUPPLIES REPLENISHMENT

While some manufacturers limit how a customer can procure supplies for their devices, directing customers to only purchase from authorized dealers, Lexmark supplies are available through office supply retailers, web-based retailers, resellers, and directly from Lexmark. We expect the vast majority of Sourcewell participants to procure supplies through the Sourcewell agreement, but if they prefer a different source, a Sourcewell participant can procure the supplies they need from almost any retailer/reseller of their choosing

We have provided pricing options that offer Sourcewell participants the choice to purchase supplies on a per item basis or on a price per page basis. Additionally, Lexmark and our resellers may offer service agreements that include supplies. In any engagement with a Sourcewell participants, Lexmark and our resellers will establish an agreed to process for ongoing supplies replenishment.

For Lexmark Managed Print Services agreements, supplies are typically replenished through a predictive, automated process. We track supplies usage habits for each device under management to define a daily consumption rate. This includes tracking the number of pages printed each day and the average amount of toner used on each printed page. Essentially, we track the number of days each supply item will last before it is depleted. With this data, we can create automated supplies replenishment

requests that are shipped to arrive two weeks to a week before they are needed. We also utilize our Proactive Device Notification capability to ensure users know we are taking action to replenish their supplies, sending updates to the operator panel of a given device every step of the way. OVERSIGHT, REPORTING, & MORE For our Managed Print Services Customers, we assign at least one operations specialist to oversee our day-to-day support. The operations specialist will ensure we offer industry leading device monitoring and reporting and serve as an escalation point for any service or supplies request. Our MPS offering includes our reporting portal, the Lexmark Customer Governance Portal, which offers customers robust analytics-based reporting. Each month we will review the information in the Governance Portal with our customers, including fleet composition, usage trends, spending / invoice trends, service performance, supplies consumption, and more. Through our MPS offering, additional professional services can be included to provide a truly customized print program, including: Fleet deployment assessment services to identify opportunities to reduce the number of devices deployed while increasing user satisfaction Fleet security assessment service to ensure a customer is maximizing the security of their print ecosystem Configuration management services to help customers enforce device configuration standards In summary, we have extensive service capabilities to ensure any print environment is well managed and running as smoothly as possible. 31 Lexmark is fully committed to providing our products and services to Sourcewell Describe your ability and willingness to provide your products and services to members and recognize the value in supporting their procurement needs through Sourcewell participating entities. streamlined, cooperative processes. Our business operates through a hybrid model that includes both direct sales and channel partnerships, which allows us to offer flexible solutions tailored to the specific needs of Sourcewell members. Our direct sales force is highly trained and dedicated to engaging directly with Sourcewell participating entities to understand their unique requirements. Through this approach, we can provide personalized service, assist with product selection, and ensure that all terms and conditions are aligned with Sourcewell contracts. Our direct sales team will be trained in navigating the Sourcewell procurement process, offering guidance on product specifications, pricing, and contract details, and providing handson support throughout the entire purchasing journey. In parallel, we work closely with our US-based channel partners, including distributors, dealers, and resellers, who are also well-versed in Sourcewell's procurement guidelines. Our channel partners expand our reach and bring localized expertise to the table, ensuring that participating entities have access to our products and services regardless of their geographic location. Through our collaborative model, we ensure that both direct sales and channel partners are aligned in terms of pricing, product availability, and service delivery, allowing us to offer a seamless and consistent experience to Sourcewell members. We are eager to continue working with Sourcewell members across the US and are confident in our ability to provide both high-quality products and exceptional service. Whether through direct sales or through our network of trusted partners, we are committed to supporting Sourcewell's mission and ensuring that every participating entity has access to the resources they need to achieve their goals. 32 Describe your ability and willingness to Lexmark's Canadian presence is similar to our presence in the United States. We provide your products and services to have a robust direct sales team supported by subject matter experts in service, technical support, security, and solutions. We also have an extensive network of Sourcewell participating entities in Canada. resellers and dealers. If selected, Sourcewell will be a very important part of our strategy for growing our business as well as supporting our existing customers more effectively.

resellers, can meet their needs.

We will work with our partners to ensure we are seeking opportunities to engage customers through the Sourcewell and let your participants know that Lexmark, or our

			_
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	After reviewing the list of US agencies, Canadian agencies, and non-profits, there are two (2) non-profit organizations and three (3) agencies listed in the US Virgin Islands. At this time, we do not have direct sales coverage or a reseller that supports this territory. If we are selected as a provider on this contract, we will be able to explore adding a reseller who can support the islands. With the extension coverage of our direct sales organization and our partner network,	*
		we do not see any geographic areas that we cannot support with our proposed offering. For customers who reside in very remote areas, our service response times may be adjusted based on longer shipping times for parts or technician travel times. We can typically solve these challenges through forward-stocking locations where we establish a local parts inventory to support repairs. If an adjustment is required, this would be clearly communicated with the Sourcewell participant upon engagement.	
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There will not be any Participating Entity who will not have full access to our proposed Solutions as we can deliver the proposed offerings through a partner or directly through Lexmark. There may be instances where we recommend a partner-led engagement in lieu of a direct Lexmark engagement, but this will not impact a Participating Entity's ability to access a Lexmark solution.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We will restate a portion of our response to Question 33, as it applies to this question as well. With the extension coverage of our direct sales organization and our partner network,	
		we do not see any geographic areas that we cannot support with our proposed offering. For customer who reside in very remote areas, our service response times may be adjusted based on longer shipping times for parts or technician travel times. We can typically solve these challenges through forward-stocking locations where we establish a local parts inventory to support repairs. If an adjustment is required, this would be clearly communicated with the Sourcewell participant upon engagement.	
		We did not see any entities in US territories beyond the US Virgin Islands and Puerto Rico. We support a number of government entities in Puerto Rico today, both directly and through local partners. There are two (2) non-profit organizations and three (3) agencies listed in the US Virgin Islands. At this time, we do not have direct sales coverage or a reseller that supports this territory. If we are selected as a provider on this contract, we will be able to explore adding a reseller who can support the islands.	*
		Lexmark and our partners already support devices throughout Alaska and Hawaii. We are providing direct MPS to 41 different customers in Alaska, including several Federal government entities. We are also providing direct MPS to 48 different customers in Hawaii (also including several Federal government entities). We are providing services on each of the islands where Sourcewell Participants are listed, Kauai, Maui, Hawaii, and O'ahu. We also have very strong partners who support Alaska and Hawaii as core parts of their market.	
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
item		•	

Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

The digital marketing program is a modern and comprehensive initiative aimed at enhancing brand presence and driving customer engagement with Lexmark and its partners. The program focuses on B2B demand generation best practices and strives to deliver measurable business impact.

This program is based on industry and role-based personalization, tailoring marketing efforts to meet the specific needs and preferences of the target audience. Various tactics are employed, including:

- · Émail marketing, display, native, and retargeting advertising
- PR, content syndication, direct mail, and paid social campaigns
- Intent-based high-value marketing assets that align with customer interests
- Field Marketing events and customer experiences

One of the strengths of the program is its ability to integrate brand building and demand generation across the customer journey while working closely with the field marketing team in North America. This collaboration provides a range of events and experiences that enhance customer engagement and drive business outcomes.

In summary, the digital marketing program is a key component of the marketing strategy, providing value to customers at all stages of the customer journey. The approach is data and technology-based, combining the team's extensive experience with real-time data, generative AI, in-house machine learning models that power effective content strategies. The program has received recognition through multiple "Program of the Year" awards from institutions such as Forrester and the Association of National Advertisers.

Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Technology is central to the execution and reporting of digital marketing at Lexmark. Platforms are carefully chosen based on integration capabilities within the tech stack and the ability to target and reach the ideal customer profile. Targeting begins with an understanding of the customers in our total addressable market, including accurate firmographics and buyer group composition. Finding and identifying what makes an ideal customer also allows the digital marketing team to seek out new accounts and contacts to add to the total addressable market, increasing the overall reach and impact of campaign tactics to the sales funnel.

To fully capitalize on the interest and engagement demonstrated by prospects, digital campaigns must bring a blended approach to tactic execution. For example, if email has not been successful within an account, campaigns must try different tactic such as physical mail, display advertising, social media, paid and organic search, and even webinars to elicit engagement and bring engagement information back to the sales teams. This level of tactic analysis requires attribution of activity across all platforms to a single unified view for all invested parties including sales, marketing and operations.

To optimize the execution of campaigns, a high level of accuracy in data orchestration is required from all technology platforms in real time. When attribution is successfully executed, it frees up time and bandwidth of the digital marketing teams to focus on value-based activities such as AB testing and expanding capabilities to new technologies.

While the backbone of digital marketing is data, the sheer volume of data that is being collected, stored and orchestrated is no longer feasible for analysts to spend time manually looking for trends and deficits. Consequentially, a focus on machine learning and AI has become integral to success of digital marketing execution. Machine learning algorithms can identify trends throughout marketing activity data and deliver a plethora of information useful to the digital marketing team, including

- Predicting account activation within 30 days
- · Determine which assets and topics perform best by tactic
- Identify the ideal buyer group composition based on response rates and funnel development
- Predict the next best action to elicit engagement from target accounts
- Score and prioritize accounts that are ready for sales engagement based on activity levels

With this call and response engagement between execution and analysis, campaign tactic optimization is no longer a guessing game for marketers, but an iterative process of improvement that will deliver more and better leads to the sales organization the longer it runs.

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39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a vital role in promoting contracts resulting from this RFP. Their primary function is to facilitate the procurement process for their members by thoroughly vetting and awarding contracts through a competitive and transparent process. As a trusted intermediary, Sourcewell ensures its members have access to pre-negotiated, value-driven contracts that meet their specific needs and comply with procurement regulations.	
		When a contract is awarded by Sourcewell, Lexmark would integrate it into our sales process in the following ways: • Awareness and Education: We would actively inform our sales teams and channel partners about the Sourcewell-awarded contract, ensuring they understand its details, benefits, and any unique terms and conditions. • Customer Engagement: Our sales teams would proactively reach out to Sourcewell members to introduce them to the contract opportunity, highlighting the advantages, cost savings, and value-added services it offers. We would also work with our channel partners across North America to expand the reach and messaging to a broader member base. • Customer Solutions: We would collaborate closely with Sourcewell members to understand their unique requirements and tailor our offerings accordingly. This could involve sharing software solutions to enhance their current processes or finding innovative ways to implement our smart refresh strategy to save money in their fleet. • Contract Compliance: We would ensure that our sales processes and pricing adhere to the terms established by Sourcewell, guaranteeing consistency and transparency for Sourcewell members.	*
		Overall, Sourcewell's role is pivotal in simplifying the procurement process for its members by providing access to vetted contracts. Lexmark would fully support this effort by effectively integrating this contract into our sales process, delivering exceptional value and service to Sourcewell members in alignment with their unique needs and goals.	
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Lexmark provides solutions for e-procurement ordering processes. We currently have experience with SAP Business Network (formerly Ariba Supplier Network), COUPA, Tradeshift, Workday and iSupplier. We can receive PO notifications, send invoices and setup flat file catalogs, i.e. CIF, .csv or .xls files. We can also submit invoices via .csv files.	*

Table 5A: Value-Added Attributes (100 Points)

Line	Question	Response *	
Item	- Caronon	risopones	

Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Lexmark and our partners can offer a wide range of training options for Sourcewell participants. To describe the breadth of these offerings, we will start with our on-demand training that is available to anyone through the Lexmark website and then describe training options that are available but dependent on the scope of the engagement.

HOW-TO VIDEOS ON LEXMARK'S WEBSITE – Lexmark offers a wide range of training videos for our products on our website. When a user comes to our "How-to Videos" landing page, they can browse the list of devices or search by model name to find their specific device type. After they have selected their device, they will find high quality, step-by-step videos that cover everything from setting up a new printer, installing accessories, loading paper, replacing supply items/maintenance kits, and using certain device features.

IMBEDDED DEVICE HELP VIDEOS – Our devices also have imbedded step-by-step instructions or instructional videos to help users complete common tasks. For example, if a paper jam occurs, the device will automatically display pull up the help instructions or video to guide the user through clearing the jam. These imbedded help features also cover items like loading paper and replacing supply items.

BASIC TRAINING DURING INSTALLATION – If installation service is being provided by Lexmark or a partner, the installer will provide user training at no additional cost once the device is in place. This user training typically lasts for 15 to 20 minutes and covers basic functions, loading paper, clearing jams, replacing supplies, and how to access additional support options.

ADVANCED USER TRAINING – For advanced users (i.e., key operators), Lexmark can provide advanced training at an additional cost. This training generally takes an hour to an hour and half and is delivered by a Lexmark Technical Specialist. The agenda can be customized to meet the needs of the user.

HELP DESK TRAINING – For entities who will provide 1st-level support with their internal help desk team, Lexmark can provide for-fee training for the internal analyst team on best practices for troubleshooting common device issues. These trainings are also led by a Lexmark Technical Specialist and generally take four (4) hours per session. After completing the training, the material presented is left behind so that the analysts can refer back to the material and/or train incoming analysts.

TECHNICIAN TRAINING – Some customers opt to use their own technicians or another preferred service provider to service their printer and multifunction devices. Lexmark can enable a customer to be a "self-maintainer" where they service their own devices and we provide training, technical support, and access to purchase parts. Technician trainings may be offered as computer-based training or in-person training, depending on the needs of the customer. In-person training generally requires that the technicians travel to Lexmark's headquarters in Lexington, KY.

42 Describe any technological advances that your proposed Solutions offer.

Responding to this question could be very lengthy if we tried to include every detail about the advances we have made with our proposed solutions. We have opted to error on the side of being more concise in our response.

One key differentiation between Lexmark and other manufacturers is that we own our technology. We develop our print engines, supplies, controllers, drivers, monitoring software, and MPS management system. We have also developed our cloud-native and on-premise print management solutions. In contrast, other manufacturers do not develop their own print engines (in fact, several major OEMs use Lexmark engines) or supplies, and they leverage 3rd-party software for data collection and MPS management. Other providers also white label their print management solution from other software developers.

Our technology ownership benefits our customers. This makes us much more agile when responding to unique problems. We can make our product engineers and developers in a matter of hours to assist our customers with unique challenges when this same access just is not available with other OEMs. When we combine our technology ownership with in-depth knowledge about our customers and their industries, we can develop better products and solutions.

Here are some of the unique technological advances we have brought to the market:

LONGER LIFE – We intentionally engineer our devices to last at least seven (7) years. This is reflected in our steel frames and long-lasting components. To provide context into just how durable our devices are, 52% of the devices we manage in our MPS agreements are five (5) years old or older. 29% of the devices we are managing are seven (7) years old or older.

RELIABILITY – We design our devices to perform in the most demanding environments. This is why our devices are often found in high-volume mission critical areas like distribution

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centers, pharmacies, retail stores, and manufacturing lines. To make our devices more reliable, we have engineered our devices to have fewer components and simpler paper paths. Our devices have built-in "weather stations" that measure temperature and humidity so that the devices can adjust its performance to ensure paper still moves smoothly through the paper path and toner is fused correctly when the temperature or humidity cause significant issues for other OEM devices.

USABILITY – We were the first OEM to develop a customizable touchscreen user interface almost 20 years ago, and we continue to focus on how our users interact with our devices. Our newest touchscreen behaves like a smartphone and supports familiar actions like swiping, press and hold, and dragging icons (even when wearing gloves). It supports Web Content Accessibility Guidelines (WCAG 2.0) to allow users with varying abilities to easily interact with the device to accomplish tasks.

We also engineer our devices to allow all paper jams to be cleared without having to access the back of a device. Users can also replace any supply items with ease (also without needing to access the back of a device). Our paper trays hold 550-sheets of standard paper so that a user can simply drop a full ream of paper when the paper is low.

SECURITY – Our devices are secure by design, without the need to buy optional security accessories, including our firmware, hardware, and connectivity. We provide robust security solutions for securing your print and your fleet. We provide security services to help customers ensure their print ecosystem is as secure as possible. Finally, we ensure we maintain security standards, including Common Criteria, FIPS 140-2, SOC2 Type II, ISO 20243, ISO 27001, and NIST.

PREDICTIVE SERVICE – With over 100 sensors collecting data on how a device is performing when printing every page, we have built algorithms that can predict when a failure is likely to occur and take preemptive action to prevent downtime from occurring. For our MPS customer, we are collecting predictive device performance data on over 1.8B every month and managing 29% of our service calls through predictive alerting for customers who have implemented our predictive capabilities.

PREDICTIVE SUPPLIES REPLENISHMENT – Automatically shipping supplies is a common capability in the market, but problems often arise if a device prints high volumes (or extremely low volumes). These problems occur because other providers rely on predefined low-supply alerts to trigger their consumables orders. Higher volume devices may run out of toner before the needed item arrives, and lower volume devices may receive an item well before it is needed, increasing the chance it is misplaced. Our predictive supplies replenishment solution is better. Lexmark tracks the unique printing habits (daily page volumes and the amount of toner used on each page) for each device and triggers our automatic consumables orders two (2) weeks before an item is needed.

AUTOMATED STATUS UPDATES – Organizations are expecting devices to be shared by an increasing number of end users. Some customers have 40 or more users sharing one device. This means when a device needs a supply item, 40 different people could walk up to the device, see the supply alert, and wonder if the item has been ordered. This can lead to duplicate service requests, or worse yet, duplicate supplies orders. We can automatically display messages that provide the status of any service request for a given device. With Lexmark, when a device needs a supply item and we have taken action with an automated supply order, any user who uses the device will know we have taken action because the operator panel will tell them. Users will know when the item is shipped (with tracking number), and the user will know when it has been delivered.

INTEGRATION - We have two technologies, our Embedded Solutions Framework (eSF) that resides in the MFP and the Lexmark Document Distributor that is a server-based technology. Both of these technologies can be integrated with existing SDK/APIs provided by the HIS/EHR, and the eSF can be provided to the HIS/EHR company on demand should they want to build their own integration. If an SDK/API does not exist or will not be provided, these two technologies can utilize industry-standard means by which to integrate into the HIS/EMR (i.e., ODBC read/writes, saving image files and index files to folder, email, etc.)

SOLUTIONS – Lexmark's software alliances offer customers a unique opportunity to leverage the best solutions from leading software partners to deploy a comprehensive technology portfolio, all from a single source. We enhance and augment our print security protections through well-vetted partnerships. This allows us to help customers around the world create an ideal state, addressing highly specific security needs both departmentally and organizationally. Lexmark has formal partner relationships with Elatec, HID Global, innerActiv, Upland, Tungsten Automation, Vaison, Pharos, Ringdale, Papercut, LRS, Retarus, Plus Technologies, etherFax and more.

		CLOUD SOLUTIONS – Lexmark has a developed true cloud solutions that can transform an organization's print ecosystem. Cloud Fleet Management makes it possible for service providers to remotely monitor, manage and secure your print environment—all without ever visiting on site. With Cloud Fleet Management, you can easily manage enrolled devices, even devices that are not on your network. Cloud Print Management is a subscription-based solution that allows users to send documents from their computer, tablet or smartphone to any enabled Lexmark printer within your enterprise. Language Translation Assistant provides real-time document translation for any business, school or government organization's Lexmark multifunction printer (MFP). Just scan documents in the original language using a Lexmark MFP, select the appropriate output language from several choices, and receive a translated document within minutes. The translated documents can then be printed or emailed directly to recipients, streamlining and improving communications with customers, students, parents and constituents. Cloud Scan Management enables easy conversion of physical documents into a digital format by scanning them directly into a cloud-based file-sharing system, avoiding delays and rework. You can request or adjust original documents from a central repository rather than sending the physical documents back to each location—merging document scanning and cloud storage.
43	Provide two (2) examples of how your devices support seamless workflows with cloud-based document management systems.	Lexmark devices support seamless workflows with cloud-based document management systems in several ways. For instance, our Scan to SharePoint Online app allows you to scan documents directly from a Lexmark MFP into Microsoft SharePoint Online. This ensures each document is sent to its proper location, making it easier than ever to share and manage content within your organization.
		Another example is our Lexmark Cloud Connector. It allows you to use the scanner on your Lexmark MFP to scan a paper document, or a stack of them, to a company-shared cloud drive for storage and retrieval. This feature supports single-source connectivity, allowing you to connect to Box, Dropbox, Google Drive, and OneDrive from a single solution.

Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.

Lexmark is very focused on sustainability and reducing our impact on the environment. It is not an exaggeration to say it would be difficult to document all of Lexmark's sustainability initiatives. We do have a website dedicated to our corporate responsibility efforts. We have provided some of the highlights of our efforts below, but we welcome Soucewell to visit our CSR website at csr.lexmark.com.

We have made a commitment to be carbon neutral by 2035. In addition, we have established the following targets:

- Carbon neutral by 2035 51% of our carbon footprint is CarbonNeutral certified in 2023
 Reduce absolute scope 1 greenhouse gas emissions 27.5% from 2019 to 2030 We
- have achieved a 23% reduction as of 2023
- Reduce absolute scope 3 greenhouse gas emissions from the use of sold products
 22% per printer sold from 2019 to 2030 We have achieved a 9% reduction as of 2023
- Increase annual sourcing of renewable energy to 80% by 2025 and 100% by 2030 –
 We have achieved 41% as of 2023
- Reduce water withdrawal by 25% from 2019 to 2030 We have achieved a 14% reduction as of 2023
- Reduce waste generated by 50% from 2019 to 2030 We have achieved a 23% reduction as of 2023
- Increase average post-consumer recycled plastic to 50% by 2025 in 2023, 40% of the mass of our devices sold was post-consumer recycled plastic
- Increase reclaimed plastic through post-consumer recycled plastic and reuse in all Lexmark designed and branded cartridges to 50% by 2025 – As of 2023, we achieved 43% reclaimed plastic by mass of cartridges manufactured.
- Increase the reuse of cartridges and supplies collected by our Cartridge Return Program to 80% by 2025 In 2023, 66% of the cartridges we collected were able to be reused.
- Reduce single-use plastics in Lexmark designed and branded hardware and supplies packaging 50% from 2018 to 2025 – We have reduced single-use plastics by 33% as of 2023

Lexmark built a large solar array to power our corporate headquarters building which came online last year. In the first year we have received 2X the expected benefit, eliminating 3M+pounds of carbon emissions. We are adding a solar array at our primary manufacturing site in Juarez, Mexico in the next step toward being carbon neutral by 2030.

Our efforts have been recognized:

- Top 1% EcoVadis Platinum in 2023 and 2024
- Energy Star Partner of the Year for 2023
- International CSR Excellence Award (Gold) for 2023
- Quocirca Sustainability Leader for 2023

We manufacture our products to meet all of the major environmental standards have certified our devices, including:

- Blue Angel
- EPEAT
- EPEAT Climate +
- Energy Star
- EU 2023/86

We offer our customers unique programs to contribute to our mutual sustainability efforts:

- PrintReleaf The most significant environmental impact associated within the print industry is the consumption of paper. By partnering with PrintReleaf, we allow our customers to offset their environmental impacts associated with paper use through certified reforestation and carbon offset projects. We measure paper consumption through our device monitoring, automatically calculate how many trees were harvested and how much greenhouse gas was emitted for the paper consumed, and PrintReleaf plants trees in certified global reforestation projects or offsets the carbon associated with fiber-based materials.
- Lexmark Cartridge Collection Program (LCCP) We support our customers recycling
 efforts by helping them collect and return their spent printer supply items for reuse or
 recycling (at no additional cost). We process approximately 12,000 supply items daily,
 representing 36% of the total Lexmark designed and branded cartridges shipped worldwide.
- Print Reduction Efforts Lexmark has been focused on reducing our customer's print volumes for over 20 years. We have a tag line, "print less, save more", but our effort to reduce our customers' dependency on printing is deeper than driving cost savings. It provides a way to offset the biggest impact printing has on the environment. Even before COVID (when printing volumes dropped by 20% worldwide), office print volumes were declining by 3% each year according to Keypoint Intelligence. We helped customers achieve print reductions that were 7X Keypoint's market rate. We achieved this through eliminating wasteful print (through badge-release printing) and identifying opportunities to eliminate print by streamlining paper-intensive workflows.
- Sustainability Reporting We can provide reporting to our customers to help them track
 the offsets they achieve through Lexmark's Cartridge Collection Program, PrintReleaf and print
 reduction efforts. By providing this information, our customers can include their achievements
 in their own CSR reports.

Identify any third-party issued ecolabels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation (e.g. life-cycle management, energy consumption, and end-of-life disposal options). or other green/sustainability factors.

The demand for products that consume less energy and ultimately result in lower emissions is ever-increasing. Our customers, just like Sourcewell, wish to lower their impact on the environment while also reducing operating energy costs. Lexmark invests in developing energyefficient products to fulfill your expectations and extend the impact of our environmental efforts far beyond what we can do within our walls.

External standards and specifications help shape our designs. Many Lexmark products meet ENERGY STAR® requirements and European Union ecodesign requirements for energyrelated products, specifically EU 2023/826. In 2023, 93% of Lexmark-branded products sold held the latest ENERGY STAR certification. Our products save energy by lowering power consumption after a period of inactivity, with many consuming less than two watts of power in Sleep mode. To further save energy, products either enable Hibernate mode or automatically turn off when not in use for an extended period. The graphic below illustrates our ongoing efforts to reduce sleep power in Lexmark-designed and branded products over the years.

Lexmark was recognized by the U.S. Environmental Protection Agency's ENERGY STAR program as a 2023 Partner of the Year. In 2024, Lexmark was awarded Partner of the Year: Sustained Excellence.

At Lexmark, good management practices are the foundation of being an environmentally responsible neighbor and employer. They also promote a safe and healthy workplace, which is a priority for us.

ISO 14001 and ISO 45001 are voluntary standards that guide organizations in establishing business management systems. ISO 14001 provides a framework for environmental management, while ISO 45001 provides a framework for employee occupational health and

Lexmark-owned and leased manufacturing facilities, research and development facilities, and some administration facilities have received ISO 14001 certification. Lexmark-owned and leased research and development facilities have received ISO 45001 certification.

Our facilities that do not hold ISO 14001 or ISO 45001 certification attest to standard conformance and adhere to the Lexmark Corporate Environmental, Health, and Safety Instructions

- ISO 14001 certificates can be viewed at https://csr.lexmark.com/certificates.php.
- Information on ISO 14001 can be found at https://csr.lexmark.com/environmentalmanagement.php.
- Information on ISO 45001 can be found at https://csr.lexmark.com/health-safety.php.

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

Printing is a mature technology. Previously, manufacturers were refreshing their product lines every three (3) years, striving to create devices that are faster and faster at a lower cost. In today's market, customers aren't asking for faster devices and prices have gone up, not down, for many manufacturers because the technology is so mature. In the mid-1990s, the first 40 page per minute full color copier was introduced. It was priced at over \$400,000 and each color print cost \$1.50. Today, an A4-format 40 page per minute multifunction device retails for less than \$2,000 and each color print costs \$0.15. If you assume 3,000 color prints per month on a 40 page per minute device over five (5) years, this means the same functionality costs 95% less today than it did 30 years ago.

This fact adds unique weight to this question. Providers are jostling to find ways to differentiate their offerings because when their price for a comparable solution is compared to their competitors' price, there is little to no distinction between all providers. In today's market, providers must differentiate themselves in different ways. There are several ways Lexmark provides unique value to our customers that we have confirmed with customers who leave their providers and choose Lexmark and confirmed with independent analysts.

INDUSTRY FOCUS - From our inception as a spinoff from IBM, Lexmark has aligned its resources to focus on specific vertical industries - retail, financial services, manufacturing, healthcare, education, and government. We recognize that there are specific challenges that are unique to each industry, and we want to help our customers meet those challenges. To help us better understand our customers, we employed leaders from within our customers' industries who inform our developers, our engineers, our operations, and our sales personnel about the unique challenges a customer faces based on the industry they are in, these leaders included former healthcare CIOs, bank vice presidents, and retail executives.

We are still aligned by vertical industry across our organization. We have created a specific sales team to support state government, local government and K-12 customers. We have aligned our operations teams for customer industries like healthcare, government, and more. We still have former executives who guide us in our effort to help our customers solve their unique challenges.

TECHNOLOGY OWNERSHIP - We know our technology ownership is unique because we know no other provider owns their technology like we do. We develop our print engines, supplies, controllers, drivers, monitoring software, and MPS management system. We have also developed our cloud-native and on-premise print management solutions. In contrast, other

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manufacturers do not develop their own print engines (in fact, several major OEMs use Lexmark engines) or supplies, and they leverage 3rd-party software for data collection and MPS management. Other providers also white label their print management solution from other software developers.

Our technology ownership benefits our customers. This makes us much more agile when responding to unique problems. We can make our product engineers and developers in a matter of hours to assist our customers with unique challenges when this same access just is not available with other OEMs. When we combine our technology ownership with in-depth knowledge about our customers and their industries, we can develop better products and solutions.

• PREDICTIVE SERVICES – We were the first provider to provide automated supplies fulfillment. We called it Proactive Consumables Management and we were unique in our ability to detect the need for a supply item, validate the request using automated business rules, process the order, and ship it to the point of need without any need for manual validation or intervention. Other providers offered a process where detected alerts were reviewed by customer service representatives who then processed valid orders. The providers also called it "automated", even though it was only partially automated.

Now we have built on our unique capabilities and expanded our capabilities for automating support with true predictive capabilities by adding 100+ performance sensors to our devices, building a comprehensive printer-specific machine language library and using AI to develop new predictive service "rules". We have increased the number of predictive rules deployed within our support processes by 4X since 2019. Other manufacturers are monitoring predefined failure alerts for their devices. We are monitoring predictive performance data (not defined faults) for each printed page and using AI to detect emerging issues before a fault is triggered. When we deploy our predictive service into a customer environment, 29% of the service calls can be managed through predictive alerting, with 83% of the predictive calls being resolved remotely.

We have seen other providers start to use the term "predictive", but we are confident our approach is distinctly unique because we know other devices do not developed their devices with the performance sensors we have integrated into our printers and multifunction devices. Other providers do not have a single Global IoT System developed with the ability to apply predictive rules as we do. This capability is unique to Lexmark.

 AUTOMATED USER PANEL MESSAGES – When providing MPS, Lexmark is able to send status updates for open service calls or supplies requests directly to the operator panel / user interface of the device needing the support. When a service call has been placed, it will be displayed automatically directly on the touchscreen interface. When a supply item has been shipped, a message will be displayed confirming the shipment while also providing the tracking number.

For environments where multiple users share a device or there are multiple employee shifts (i.e., hospitals), this is extremely helpful and eliminates duplicate support requests.

• GLOBAL IoT SYSTEM – Lexmark has been using "Internet of Things" (IoT) technology for almost 25 years. The entire impetus of our managed print service business was recognizing that our devices were on the network when most of our competitors' devices were not, we could talk to our devices and collect meaningful information from them, and (most importantly) we could take action on the data we collected. It is not unfair to say we were one of the first IoT companies.

In the early 2000s, we started monitoring devices, collecting usage data over the network, and detecting when a device needed supplies or a maintenance kit. We quickly learned that managing devices for customers with 60K+ devices across the country created a lot of data and we needed a robust system that could maximize how we use this data. Over 20 years ago, we made the decision to create one system to manage everything – our single MPS management system.

This system has evolved, moved to a new platform, expanded its capabilities tremendously, and been renamed to better fit its identity, it is Lexmark's Global IoT System. This System is unique in our industry. We manage every device, and the key support processes associated with the services we provide, across the globe within our single system.

In fact, we are now helping clients in other industries develop their own IoT business by marketing our core system and our expertise in building robust IoT services to help manufacturers of connected devices monitor their smart machines and take meaningful action from the data their machines provide. This includes medical equipment manufacturers, climate control system manufacturers, and others.

No other provider is better able to manage a highly distributed fleet of devices because no other provider has the infrastructure and experience that Lexmark offers.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		C Yes	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area. Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity. Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.
48		Minority Business Enterprise (MBE)	C Yes	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area. Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity. Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.
49		Women Business Enterprise (WBE)	C Yes	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area. Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity. Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.

50	Disabled-Owne Business Enter (DOBE)	d C Yes	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area.
			Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity. Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.
51	Veteran-Owned Business Enter (VBE)		At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses.
			Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area.
			Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity.
			Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.
52	Service-Disable Veteran-Owned Business (SDVOB)		At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses.
			Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area.
			Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity.
			Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.

53	l l	Small Business Enterprise (SBE)	C Yes	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area. Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity. Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see
54		Small Disadvantaged Business (SDB)	ெ Yes ௭ No	Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates. At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing
				mutually beneficial business relationships with minority, women and disabled veteran-owned businesses. Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small—HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area. Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity.
				Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.
55		Women-Owned Small Business (WOSB)	C Yes No	At Lexmark, we recognize the broad spectrum of diversity, and we value it in our customers and suppliers, as well as our workforce. Lexmark's diversity initiative focuses on developing mutually beneficial business relationships with minority, women and disabled veteran-owned businesses.
				Lexmark does not qualify for certification as a minority supplier. However, we have successfully integrated small— HUBzone, disadvantaged, women-owned, veteran-owned, LGBT owned and service-disabled veteran—owned businesses into many of our major services contracts. We are confident we can meet or exceed Sourcewell's goals in this area.
				Lexmark can work with Sourcewell to meet or exceed your minority spend requirements within the context of this opportunity.
				Lexmark currently has Diverse spend with Small Disadvantaged, Women owned, HUBZone, Veteran Owned and Service Disabled businesses. For more information, see Lexmark's Small Business Subcontracting plan uploaded in the WMBE/MBE/SBE or Related Certificates.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line	Question	Response*	
Item		·	

56	Describe your payment terms and accepted payment methods.	Lexmark's standard payment term is net 30. It allows us to offer Sourcewell our most aggressive pricing. Any longer terms will have an impact on price, which can be provided upon request.	
57	Describe any leasing or financing options available for use by participating entities. Describe how these options account for upgrading to newer models to mitigate the risk of equipment obsolescence.	Based on your company's needs, we offer many options for prices and models. However, we remain flexible and can negotiate an ultimate pricing structure that is most optimal for your company. We offer a complete range of financing of hardware and services directly to our end users. We could also work with third-party finance providers Capital and fair market value (FMV) lease programs are established for a defined term, typically from 36, 48, or 60 months, during which you would commit to devices leased for the full term. Click-charge programs are also available and can be scoped and priced upon further definition of your specific needs. On specific request, we can offer some de-installation/return capability to accommodate your changing business requirements. If you require this flexibility, we can provide pricing upon request. For an MPS engagement, we offer a bundled contract for all hardware and services. We would be the sole contractor for all payments.	
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Lexmark's Contract Department ensures compliance with all contract reporting requirements. Quarterly reports are reviewed for accuracy prior to submission to the contracting entity. These are verified with the sales team to verify completion and accuracy.	
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Lexmark has successfully demonstrated capability in efficiently building and maintaining customer specific websites. We currently have customers using customized portals to shop and/or purchase hardware and supplies available to them at contracted pricing. Lexmark has built Business-to-Business (B2B) portals that utilize a variety of payment methods including purchase orders, credit cards including procurement cards (P-cards), and third-party e-procurement integration. Sites are easily updated as contracts and pricing changes. Features and functionality available via the websites include e-quote, order history reporting, and order tracking. Lexmark can create, maintain, and host catalogs within Sourcewell's eMarket Center or provide ordering instructions as required.	
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Lexmark offers early payment discounts. When products and services are purchased directly from Lexmark, we have the ability to provide early payment discounts. However, the specific details of each engagement need to be worked out. As a general rule, there are two ways in which we handle early payment credits: 1. The credit from the previous month's early payment shows up as a credit on the next month's billing statement. 2. In some cases, with a minimum level of integration/business intelligence, we have the ability to modify our discount in the current month. Said differently, we invoice for the amount "A," if your system can automatically short pay the invoice based on agreed-to business rules, amount "B" (discounts based on the early payment). Then we can automatically adjust the invoice amount in real-time, as your payment is received, to adjust for the short pay.	
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please see the percentage range below: 1. Devices 33% 2. Accessories 30% 3. Consumables 1%-35% 4. Warranty 12% 5. Services 13% - 30% 6.Software 9%-33%	
62	Describe any quantity or volume discounts or rebate programs that you offer.	Lexmark will provide discounts on a model-by-model basis in order to provide the optimal price for Sourcewell We will provide a standard discount on specific models from USA web pricing. We are able to achieve the best pricing by providing pricing on an item-by-item basis to maximize savings for Sourcewell and by providing the most aggressive price.	
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market and nonstandard options maybe supplied at MSRP less 5%.	

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing includes shipping charges. Please refer to the pricing file for other additional charges.
65	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	In addition to maintaining ISO 9001, ISO 14001 and OHSAS 18001 and/or ISO 45001 certifications at all major manufacturing sites, Lexmark maintains an extensive quality system for product development and manufacturing. In general, there are three levels to that quality system.
		Level 1—Product assurance design and manufacturing process verification testing. This work includes early design and development testing of hardware and software reliability, human factors, serviceability and special agency compliance (electrical, electromagnetic compatibility or EMC, acoustic, etc.).
		Once in production, any engineering changes include the following evaluations: acoustics, downward compatibility, EMC, fragility/packaging, usability, life testing, manufacturability, material selection, paper handling, safety, print quality, special media handling (labels and cardstock) and temperature/humidity. The impacts to service delivery, technical support and worldwide manufacturing processes are also assessed.
		Level 2—Unit testing and verification (functional, print quality and high potential or hipot). These are line processes used to verify that each product coming off the line meets the defined engineering specification. We use a combination of manual and automation technology to achieve this.
		Level 3—Manufacturing process auditing. This encompasses the traditional finished product sample audit. Products are selected at random from sellable inventory and tested in various configurations simulating customer environments.
		The goal of this quality system is satisfied customers.
		We monitor satisfaction with our external quality process which tracks customer data, primarily from our sales teams, our technical support centers (call-in data) and our warranty claims (repair data).
		To support continuous improvement of the above and other quality processes at our organization and at our suppliers, we employ the ISO 9001 certification process to build its Quality Management System (QMS) to identify key processes and appropriate key performance indicators (KPIs). A subset of key processes and KPIs are audited by an internal audit team each year and then undergo an external audit in the fall of every year. These efforts seek to engage all employees and management in making improvements in the processes they participate in. The areas represented in this QMS are development, supply chain, sales and marketing, information technology, and human resources.
		We have had many successful projects throughout our worldwide organization. Some that have directly affected our customers include working with opt-in customer data to understand printer issues that are developing by setting control limits on key indicators and then tracking to see trends that might indicate failure before it even happens. This can result in proactive service calls to head off problems in the field or engineering changes to correct problems before they become epidemic and costlier to resolve.

66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For traditional sales (e.g., device, accessories, supplies, warranty purchases), Lexmark encourages Participating Entities to order through its Authorized Dealer network. Each partner will have its own method for receiving and fulfilling orders, as well as expediting orders. For service orders, Participating Entities will have the option to order from Lexmark or Authorized Dealers. Services will be documented through the MPS Statement of Work or Maintenance Agreement. MPS orders will require discussion and mutual agreement between Lexmark and the Participating Entity's purchasing agent. In most cases, these documents should be signed prior to, or in conjunction with, a Purchase Order issued from the purchasing agency. Invoicing and billing detail will be memorialized in the documentation.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Lexmark works through our authorized partners and distributors to fulfill and provide pricing. The process of shipping to Alaska, Hawaii, and remote locations is Canada are no different than the lower 48 states. However, the shipping time will likely be wider and in some cases, the costs may be higher. Each location will have its own set of variables, so it is impossible to summarize all scenarios herein. If Sourcewell has an interested Participating Entity in any of the above locations, we can summarize any cost or time delays based on their specific situation / specific needs. With respect to offshore locations, it is generally most cost effective to ship the device or supply item to a land-based entity location, then have them use their standard process, typically helicopter, to deliver the "last mile".	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Lexmark and Lexmark resellers exploit all the normal shipping options available that other companies / entities do as well. Under the right circumstances, generally reserved for MPS engagements, we can provide local stock from which your participating entity could pull from, then when the inventory reaches a preset low-point, we can replenish the onsite stock. Again, this is a non-standard offering that only be delivered under MPS and with the unique requirements understood upfront.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Lexmark's Contract Department ensures compliance with all contract reporting requirements. Quarterly reports are reviewed for accuracy prior to submission to the contracting entity.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Lexmark will track Sourcewell sales against comparable contracts to monitor success. Key performance metrics to evaluate success include financial metrics, performance metrics, and customer metrics. Financial Metrics: These will be measured by the increase in sales achieved by both our direct sales team and our channel partners. Expanding our customer base is a key growth target for Lexmark, and leveraging the Sourcewell contract to enhance our performance is essential. Performance Metrics: These are assessed through our customer and partner surveys. Lexmark regularly gathers feedback from end-user customers regarding their experiences, from the initial purchase to product performance and service expectations. Customer Metrics: These focus on customer retention, satisfaction, and loyalty. By measuring contract growth and customer satisfaction, we can ensure the overall success of the Sourcewell contract. Lexmark will also integrate a lead generation program that will be focused on messaging to the Sourcewell membership. We track those leads and measure sales process time, as well as revenue generated from this group to expand and replicate to new growth opportunities.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Lexmark response: Lexmark will pay 2% of the reported quarterly revenue as an administrative fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing quoted represents not-to-exceed pricing for each of our offerings that is discounted from our suggested retail prices (MSRP).
		It is worth noting that our MSRPs are generally set at a lower price when comparing published MSRPs for comparable competitive products. For example, for our 35 page per minute A3 color multifunction device, the CX961tse, our MSRP is \$10,961, while four other major providers have MSRPs for their comparable 35 page per minute color MFD ranging from \$16,555 to \$21,060. The practice of setting higher MSRPs allows other providers to offer higher discount percentages, but the net contract prices are often much closer to our discounted price. Of course, Sourcewell participants will have the ability to request special pricing for specific opportunities to potentially receive additional discounts.
		Within our pricing proposal, we have included: Device and accessory pricing, including purchase and 3-year, 4-year, and 5-year lease pricing. Please note that accessory lease pricing assumes the accessory is acquired at the same time as the printer or MFD. Warranty pricing Supplies pricing on a per item basis Professional / Managed Print Services pricing including installation services, device monitoring, management reporting and per page pricing for supplies and service Solutions / software and SMSA pricing

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
	the proposal.	There is a tremendous amount of detail that can be provided about all of the products, services, and software solutions Lexmark offers in this proposal. We will attempt to be thorough, without providing granular detail on every offering. With the number of model types offered and their specifications, providing detailed descriptions about each offering would be overwhelming. PRINTERS AND MULTIFUNCTION DEVICES

Bid Number: RFP 112124 Vendor Name: Lexmark International Inc.

Lexmark has proposed a full range of printers and multifunction devices for Sourcewell's consideration. Our devices are intentionally engineered to last seven (7) years or longer and are known for their reliability and performance. Lexmark's full-spectrum security is standard for each device type, so Sourcewell's participants do not need to pay for optional security kits to ensure their device(s) or document(s) are secure. In addition, we design our devices to meet today's sustainability goals through industry leading sustainable manufacturing practices, low energy consumption, high recycled plastic content, and zero-landfill programs to help our customers meet their own sustainability goals.

Lexmark's solutions-enabled devices offer a best-in-class tablet-like user interface (eTask Interface) that is fully customizable. With our Embedded Solutions Framework, key applications can be installed on the device to support powerful workflow and security solutions.

All of our proposed printers and multifunction devices (MFDs) are laser print devices that can be acquired directly from Lexmark and through our partners. We have included devices to user populations ranging from small workgroups to large departments.

- MONOCHROME PRINTERS we have proposed devices with speeds ranging from 40 pages per minute to 70 pages per minute. Our A4 monochrome printer line includes devices that are solutions-enabled (meaning apps can be loaded to support key workflows like badge-release printing) and devices that offer robust paper-handling and finishing options (convenience stapling, automatic stapling, hole-punching, and mail bins).
- COLOR PRINTERS we have proposed devices with speeds ranging from 26 pages per minute to 55 pages per minute, including A4-format and A3-format devices. Our color printer line includes solutions-enabled devices and models that offer full paper-handling finishing options.
- MONOCHROME MFDs like our monochrome printers, we have proposed devices with speeds ranging from 40 to 70 pages per minute. Every model offering print speeds over 41 pages per minute are solutions enabled. Our monochrome MFDs also provide robust paper handling and finishing options (convenience stapling, automatic stapling, hole-punching, and mail bins).
- COLOR MFDs we offer A4-format color MFDs with speeds ranging 26 to 55 pages per minute, and A3 color MFDs with speeds ranging from 35 to 55 pages per minute. Every color MFD with print speeds of 35 pages per minute or greater is solutions-enabled. Our A4-format and A3-format MFDs offer robust paper handling and finishing options as well (convenience stapling, automatic stapling, hole-punch, folding, and booklet making).

To learn more about specific devices proposed for Sourcewell's participating entities, please visit our eProduct Guide at the following URL: https://www.lexmark.com/en_US/epg/index.html

WARRANTY SUPPORT

Every proposed Lexmark device includes at least one year of warranty. We have included options to extend the warranty on any of the proposed devices for over five (5) years after purchase. Support options include repairing malfunctioning devices (size and weight permitting) through a complete device exchange or through onsite service where a technician will repair the device on the following business day.

Warranty service includes the parts and labor required to restore device functionality, excluding toner, imaging units, drums, waste toner containers, and maintenance kits. Warranty support also includes support from our Technical Support Center where trained analysts are ready to help 70% of customer calls with technical expertise to resolve an issue without requiring a service dispatch.

Most of our resellers and dealers can also provide warranty support that mirrors Lexmark's warranty service for the Lexmark devices they sell.

MANAGED SERVICES

We recognize that many Sourcewell participants will require a customized support program for their fleet of printers and MFDs. To meet the needs of these participants, we have included pricing for our managed print services program and related services. Specifically, we have provided pricing for:

- Installation support a technician will unbox, install, and configure a new Lexmark device and then provide basic user training to your users.
- Supplies and service billed based on usage (price per page) maintenance service, supplies and maintenance kits are invoiced on a per page basis.
- Device monitoring for proactive supplies replenishment and predictive service where we monitor networked devices and predictively replenish needed supplies and analyze device performance. This removes the need for an end user to place toner orders and eliminated excess inventory. It also provides the performance data we need to deliver predictive service.
- · Predictive services are provided as part of our MPS offering where we deploy

our predictive service capabilities with AI to identify upcoming device issues before a user notices any performance issues. With predictive service, we can manage almost 1/3 of all service tickets through predictive routing instead of requiring an end user to report an issue and resolve over 80% of predictive alert-based calls through remote access to a device without a technician dispatch.

- Proactive devices notifications are part of our predictive service where Lexmark communicates the status of any service or supplies request in a message displayed directly on the operator panel of a device. This eliminates the need for duplicate calls and follow-up calls by your user community.
- Reporting and governance within our MPS offering provides analytics-based reporting on a fleet of devices, including usage analysis, service delivery performance trending, overall spend tracking, and supplies consumption. We conduct monthly operations reviews and quarterly / semi-annual strategic review to review our performance and identify opportunities for improvement.
- Additional professional service offerings can be delivered through Lexmark's proposed MPS pricing, including device deployment assessments to optimize how devices are placed within your facilities, workflow assessments to streamline paperintensive processes, and security assessments to review the security of your fleet of devices to identify potential security risks due device configuration practices and or expired firmware.

Our partners typically offer similar MPS capabilities that leverage Lexmark's leading technology with their local support to deliver a high level of service.

CLOUD SERVICES

Lexmark has included a range of cloud-based solutions designed to simplify and streamline your participants' print environment. The Lexmark Cloud Services platform helps remove the need for on-premises infrastructure to provide essential services, such as print release, remote diagnostics and service support, configuration management, and cloud-based workflow solutions delivery. It also includes cloud-native solutions that provide simpler setup and access for customers, including the removal of the premises server requirement and the need for software maintenance. Lexmark Cloud Print Management (CPM) allows organizations to off-load the physical infrastructure required to support the print environment, reduces demands on the internal IT department, and provides a stable, flexible print environment. Lexmark also offers Cloud Scan Management solution which enables authenticated scanning to and printing from major cloud services platforms.

We have included the following Cloud-based solutions in our proposal pricing:

- Cloud Print Management Simplify fleet management and boost security with our cloud-based print management solution, including badge-release printing, mobile printing, and user accounting.
- Cloud Fleet Management Manage the configurations, setting, and firmware of your fleet of devices anytime, anywhere through Lexmark's Cloud Fleet Management.
- Cloud Scan Management turns your Lexmark MFD into a document capture and routing on-ramp where a user can scan and share files and route the images automatically save time and effort.
- Lexmark Translation Assistant provides real-time document language translation where a user can scan an image in one language and automatically translate the document into a targeted language in just a few seconds, while maintaining format and aesthetics of the original document design.

LEXMARK SOLUTIONS

Lexmark has included pricing for a wide range of Lexmark workflow and software solutions that can be easily added to your fleet of Lexmark devices. A number of the included solutions are provided below:

- The Lexmark Embedded Solutions Framework (eSF) is a platform that allows function enhancements to Lexmark devices through the loading and running of custom applications. These applications are loaded and configured on the device. To ensure that device security is not compromised, well-defined interfaces and an application certification process are specified, and only encrypted, signed application packages are created. The eSF applications can be transmitted over the network, which allows all devices on that network to be updated efficiently. This process can be automated and scheduled, and does not require someone to be at each device. The device receives the application, validates it, adopts it, and stores it automatically. For security, you can restrict the ability to install, update, or remove applications.
- Lexmark Accessibility Solutions Lexmark's Accessibility Solutions include features like voice-guided prompts, output separator sheets, offset job stacking, control panels with adjustable viewing angles, accessible height and reach, accessible print drivers and documentation, reverse color display mode, touch screen magnification mode, timeout notification, and automatic document feeder loaded indicator. They also offer Lexmark Voice Guidance, which allows individuals with varying levels of abilities to interact with many Lexmark smart MFPs and printers in a convenient and effective way. The optional Lexmark Accessibility Solution is a web-based software that allows users to initiate copy, fax, email, and scan jobs directly from their computer, tablet, or mobile device as an alternative to the MFP touch screen. This solution is designed to work with a wide range of assistive technology, including screen magnifiers and

screen readers, allowing customers with varying levels of abilities to work independently.

- AccuRead OCR AccuRead is an embedded app enabled on the Lexmark Multifunction Devices (MFD). It allows users to scan pages into searchable PDFs, editable RTF, and TXT formats. The app installs directly on Lexmark MFD and does not require a server. It generates a scanned image from a hard copy original when installed on the MFD and automatically creates searchable or editable files using the image without requiring desktop or server software. The app is compatible with other Lexmark apps and can be used with other familiar MFD applications like Email, Scan to Network, and Scan to Network Premium.
- Document Distributor Lexmark Document Distributor (LDD) is a system that captures paper documents and converts them to digital format. It also captures existing digital documents and then processes and routes these documents according to your business processes. Users can submit paper documents from MFPs or digital documents from individual computers. Some functions, such as Print Release, can be accessed from some single-function printers (SFPs). LDD provides the foundation to create solutions tailored to your business processes, including custom business rules that dynamically prompt for metadata, make logical decisions, and automatically route a document to the correct destination. Its integration options provide a secure connection between customer capture sources and storage locations while also enabling you to swap out components as your business needs change.
- CAC / PIV Authentication supports the Common Access Card (CAC) and Personal Identity Verification (PIV) authentication solution, which provides safe workflow processes for more control over the security of networked Lexmark MFPs in federal government operations. The solution also supports SIPR tokens to provide access over the Secret Internet Protocol Router Network. This solution is embedded directly into the Lexmark device firmware, giving users a familiar printer authentication experience that closely resembles their workstation authentication workflow. The solution also meets the U.S. federal government requirement for two-factor authentication and facilitates the use of PKI authentication tools.
- Scan to SharePoint is an embedded application that allows users to directly scan and submit documents into Microsoft SharePoint. This direct integration provides visibility to defined SharePoint workflows, which users can execute directly during the scan. The result is an ECM workflow solution that is faster, more secure, and closer to the knowledge worker than traditional scanning methods. With Lexmark Scan to SharePoint, you can capture any type of document in real-time and from anywhere, including remote offices, to make the information immediately available to Microsoft SharePoint users. The Lexmark e-Task touchscreen makes scanning, indexing, and loading documents into SharePoint easy. To print, simply browse your sites and libraries. This feature is fast and cost-effective to implement, saves time by enabling scanning or indexing documents from remote locations, provides immediate confirmation that your document has been added successfully, and enables printing of many popular file types directly from the MFP, including PDF, JPG, TIFF, and HTML.
- Scan to RightFax XML solution allows you to easily scan documents directly from a Lexmark MFP into a RightFax server. This solution uses the XML MFP import module and sends a confirmation that the fax job has been sent. It integrates faxing capabilities with an organization's MFP infrastructure, allowing you to consolidate all faxing services on the network. The solution provides features like configurable RightFax Profiles for easy selection and sending, authentication options, and confirmation on device panel whether by email or print out. Once the fax is confirmed as sent, a notification is sent back to the user.
- Downtime Assistant for Health Care is a device-based solution that helps maintain access to vital patient care and continuity of care, even when systems are down. It stores reports, forms, and checklists needed during downtime on a central file share. The Downtime Assistant app automatically accesses the reports and stores them on your Lexmark multifunction products (MFPs) hard drive for easy, secure access during downtime. All critical information and instructions are automatically refreshed to guarantee that the most updated versions are used. All information stored on the MFP's hard drive is automatically encrypted so that only authorized users can access the information after logging into the MFP. The solution is easy and intuitive to use, requiring only the use of MFPs. Clinicians can access the information needed by simply pressing a downtime icon and following prompts on the touch screen.
- Tamper Resistant Prescription Printing is designed to add security features to prescriptions printed on plain paper, eliminating the need for security paper and locked drawers. This solution is compliant with the Centers for Medicare and Medicaid (CMS) security standards. The security features include a pantograph background that states "VOID" if copied, a microprint border that reads "THIS IS AN ORIGINAL PRESCRIPTION" on the original but is unreadable if copied, and a security warning box at the bottom of the page. This solution is particularly useful in the healthcare market where there is still a significant need to provide paper-printed tamper-resistant prescriptions, despite the move towards electronic prescribing.

PARTNER SOLUTIONS

Lexmark has included pricing for some of the most popular partner solutions we deploy for our customers. Each solution is provided by a strategic solutions provider where Lexmark can implement the solution for a Sourcewell participant and ensure

the solution is supported effectively after deployment.

etherFAX provides a secure document exchange solution that leverages a hybrid-cloud Infrastructure-as-a-Service (laaS) platform. It enables organizations to send and receive faxes via the cloud, eliminating the need for traditional fax machines and costly telecommunications connections. Key features include:

- Secure Exchange Network (SEN) that ensures data is transmitted securely, compliant with HIPAA, SOC2, HITRUST CSF, and PCI DSS standards
- Seamlessly integrates with various applications like Epic, Microsoft Teams, Outlook, and Slack.
- Uses AI to automate document workflows and improve efficiency

LRS (Levi, Ray, & Shoup, Inc.) offers comprehensive print management solutions designed to streamline and secure document output processes. Here are some key features:

- Output Management: Provides centralized control over all print jobs, ensuring efficient and reliable document delivery.
- Pull Printing: Enhances security by holding print jobs until the user authenticates at the printer, preventing unauthorized access to sensitive documents.
- Cloud Printing: Supports printing from any device, anywhere, by leveraging cloud infrastructure, which eliminates the need for traditional print servers.
- Mobile and VDI Printing: Facilitates printing from mobile devices and virtual desktop environments, ensuring flexibility and convenience for users.
- Healthcare Solutions: Offers specialized printing solutions for healthcare environments, ensuring compliance with regulations like HIPAA and improving patient care through reliable document delivery

PaperCut offers a robust print management solution designed to help organizations efficiently manage their printing resources. Here are some key features:

- Print Tracking and Control: Monitors and controls print, copy, fax, and scan activities across all devices.
- Secure Print Release: Ensures documents are only printed when the user is physically present at the printer, enhancing security.
- Cost Management: Implements quotas, charges, and per-page costs to help manage and reduce printing expenses.
- Environmental Impact: Encourages sustainable printing practices, such as duplex printing and reducing waste.
- Cross-Platform Support: Works with various operating systems and printer brands, making it versatile for different environments.

Tungsten Automation provides comprehensive solutions designed to transform document workflows and agile cloud-capable print management, providing the following key capabilities:

- Document Workflow Transformation: Integrates content-aware document capture, print, and output management to enhance efficiency and productivity.
- Secure Print Management: Ensures document security with content-aware workflows, audit trails, and compliance with regulations like GDPR and HIPAA.
- Cloud and On-Premise Integration: Supports hybrid cloud environments, allowing seamless management of both cloud and on-premise print infrastructures.
- Advanced Capture Capabilities: Utilizes optical character recognition (OCR) and other technologies to automate and improve document capture workflows.
- Unified User Experience: Provides a consistent interface for print, capture, and mobile workflows across all devices.
- Serverless Print Management: Eliminates the need for traditional print servers, reducing infrastructure costs and complexity.
- Flexible and Scalable: Supports hybrid cloud environments, making it suitable for organizations of all sizes.
- Secure Printing: Ensures secure document release and compliance with data protection regulations.
- Easy Integration: Seamlessly integrates with Microsoft Entra ID, Google Workspace, and other platforms for streamlined deployment and management.
- Mobile and Remote Printing: Enables printing from any device, anywhere, supporting modern, distributed workforces.

Upland offers a range of document solutions through Cloud-based Document Capture, AccuRoute and FileBound to enhance efficiency and security in document management and workflow automation. Here are some key offerings:

- Cloud-Based Document Capture: Uses Al-driven processing to automatically classify, extract, and deliver document data.
- Secure Document Distribution: Ensures secure transmission and compliance with regulations like HIPAA.
- Workflow Automation: Streamlines document workflows with dynamic configurations and centralized dashboards.
- AccuRoute: Document Capture and Processing: Provides Al-enhanced document capture, fax, and delivery solutions for enterprises.
- Integration Capabilities: Seamlessly integrates with various business systems to enhance document workflows.
- Workflow Automation: Automates document-centric workflows to improve efficiency

		and reduce manual processes. Secure Document Management: Offers secure storage and management of documents, ensuring compliance with industry standards. Vasion Print, formerly known as PrinterLogic, offers a comprehensive suite of print management and automation capabilities: Serverless Printing: Eliminates the need for traditional print servers, simplifying IT infrastructure and reducing costs. Secure Print Release: Ensures documents are only printed when the user is present, enhancing security. Mobile and Off-Network Printing: Supports printing from mobile devices and offnetwork locations, providing flexibility for remote and hybrid work environments. Al-Driven Insights: Uses Al to monitor print usage, analyze form responses, and optimize resource allocation. Workflow Automation: Integrates print management with digital workflows, automating document processes and improving efficiency. Integration with Identity Providers (IdPs): Supports single sign-on and other authentication methods for secure access.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Lexmark offers a variety of products, primarily focused on printing and imaging solutions. Here are the main subcategories: Printers: Color Printers: Designed for vibrant color printing. Mono Printers: Focused on high-quality black and white printing. Multifunction Printers (MFPs): Color Multifunction Printers: Combine printing, scanning, copying, and faxing with color output. Mono Multifunction Printers: Offer the same multifunction capabilities but with monochrome output. Supplies and Accessories: Toner Cartridges: Genuine Lexmark toner for consistent quality. Maintenance Kits: For keeping printers in optimal condition. Paper Handling Options: Additional trays, finishers, etc. Software Solutions: Print Management: Tools for managing print jobs and reducing waste. Security Solutions: Features to protect sensitive information. Workflow Improvement: Both Lexmark software and 3rd party software that improve process enhancements. Services: Managed Print Services (MPS): Comprehensive services to manage and optimize printing infrastructure. Support and Maintenance: Technical support and maintenance services. These categories cover a wide range of needs, from small businesses to large enterprises
75	Describe how your copiers, printers, and multi- function devices integrate with popular cloud storage services.	Lexmark's multifunction products (MFPs) are designed to integrate seamlessly with popular cloud storage services. With our Lexmark Cloud Connector, you can use the scanner on your Lexmark MFP to scan a paper document, or a stack of them, to a company-shared cloud drive for storage and retrieval. This includes services like Box, Dropbox, Google Drive, and OneDrive. You can also quickly retrieve and print any document that has been scanned to a cloud storage service provider from any Lexmark device running Lexmark Cloud Connector. Additionally, our Scan to SharePoint Online app lets you easily scan documents directly from a Lexmark MFP into Microsoft SharePoint Online. Our cloud solutions are designed to be intuitive, secure, and low maintenance, providing a single-source connectivity to multiple cloud service providers.

76	Describe what security features are integrated into your copiers, printers, and multi-function devices.	Lexmark doesn't treat security as an afterthought or optional feature, but as an integral design and engineering goal, embedded in ALL our products and services. Our advanced security capabilities allow users to minimize threats and vulnerabilities, while enhancing our customers' technology investment. Our devices contain a broad array of carefully engineered features to both enhance the security of data that is stored on the device and help prevent malicious users from gaining access to confidential information. We utilize a layered approach to provide the protections when considering the many facets of security. Our products include a variety of features that can be tailored to fit our customers security risk profile such as, core device security, device and data hardening, security solutions, security services and more.
		Lexmark devices support a robust security offering for endpoint protections and system hardening that include the following: Secure Boot, Continuous Verification, Active Directory Integration, Contact and Contactless Card Authentication, Role-Based Authentication, Trusted Platform Module, Storage Protections, Hard Disk File Wiping and Encryption, Out-of-Service Erase, Non-volatile Memory Wipe, Device and Settings Access, Audit Logging with Secure Syslog, Signed and Encrypted Firmware, Certificate Management, HTTPS, SNMPv3, Secure by Default, Port Filtering, 802.1x, IPSec, Fax and Network Separation, and more. For additional information, please visit, https://www.lexmark.com/security or review the Lexmark Security Whitepaper

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line	Category or Type	Subcategory (e.g., laser, inkjet, high speed, low volume) *	Offered *	Models Proposed *	Device Capabilities (e.g., mobile, desktop, production) *	Comments
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77	Copiers	Enterprise Laser	∩ Yes	36	Lexmark	Lexmark sells only Lexmark-branded	1
′ ′	Copiois	Small/Medium	O No	Monochrome	multifunction	equipment. Our largest output format is	l
		workgroup & Large	C IVO	MFD	products (MFPs)	tabloid sized. However, we have the	
		Workgroup			come standard	ability to partner with other industry-	
		3 1			with a myriad of	leading	
					features and	manufacturers to deliver a broader range	
					functions that are	of best-in-class output solutions, if	
					available right out	necessary.	
					of the box, and		
					there are an		
					almost infinite		
					number of		
					customizations that		
					can be done to		l
					the device from		
					that point forward.		
					Built into the devices are		l
					several features		
					that can help your		
					business run more		
					efficiently and		
					effectively upon		
					installation of the		
					products. These		"
					features include		
					(but are not limited		
					to) the following:		
					Background		
					and Idle Screen		
					 Card Copy 		
					 Change 		
					Language		
					• Copy		
					• Eco-Copy		
					Eco-SettingsE-mail		
					• Fax		
					• Forms and		
					Favorites		1
					Held Jobs		1
					My Shortcut		
					Multi-Send		
					(requires hard disk)		
					Scan-to-		
					Network		

78	Scanners	Enterprise Laser Small/Medium workgroup & Large Workgroup	C Yes	23 Monochrome Printers 23 Color Printers	Lexmark multifunction products (MFPs) come standard with a myriad of features and functions that are available right out of the box, and there are an almost infinite number of customizations that can be done to the device from that point forward. Built into the devices are several features that can help your business run more efficiently and effectively upon installation of the products. These features include (but are not limited to) the following: Background and Idle Screen Card Copy Change Language Copy Eco-Copy Eco-Settings E-mail Fax Forms and Favorites Held Jobs My Shortcut Multi-Send (requires hard disk) Scan-to- Network Not Applicable	Lexmark has the right printers at the right prices for every business.	*
19	iocariners	IN/A	⊕ No	Not Applicable	INOL Applicable	alone	*

80	Multi-Function Devices	Enterprise Laser Small/Medium workgroup & Large Workgroup	G Yes C No	36 Monochrome MFD 77 Color MFD	Lexmark multifunction products (MFPs) come standard with a myriad of features and functions that are available right out of the box, and there are an almost infinite number of customizations that can be done to the device from that point forward. Built into the devices are several features that can help your business run more efficiently and effectively upon installation of the products. These features include (but are not limited to) the following: Background and Idle Screen Card Copy Change Language Copy Change Language Copy Eco-Settings Fax Forms and Favorites Held Jobs My Shortcut Multi-Send (requires hard disk) Scan-to- Network	Lexmark International is a global technology leader creating enterprise software, hardware and services that remove the inefficiencies of information silos and disconnected processes. We offer a complete spectrum of award-winning multifunctional devices (MFDs).	*
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Table 8C: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory	Offered *	Comments
81	Hardware, software, and accessories, to the extent that they are complementary and directly related to the devices specified in 76 through 80.			Lexmark offers a substantial portfolio of award-winning hardware, software, solutions, supplies and related accessories that we engineer.
82	Services related to the solutions described in 76 thought 81:		○ No	Lexmark also offers related services and solutions that would be feasible in your environment and meet your business needs.
83		Managed Print Services (MPS)	C No	Lexmark has been regarded by all the major industry analysts as a leader in Managed Print Services for many years. We know other suppliers you're looking at will also make this claim. However, one significant difference is that we consistently achieve a 95% MPS customer renewal rate, which is the highest in the industry.

84	Access and/or security controls	€ Yes € No	Lexmark devices have a variety of access controls that can be used to restrict access to specific functions and menus, disable functions, and control local and remote access including: 1.) Security templates - Device administrators can combine access controls, authentication methods, and group privileges into security templates. 2.) User and group security - Grant specific users or groups the right to access certain device functions. 3.) Login restrictions - Limit the number of consecutive failed logins, and lock the device for a specified amount of time when the limit is exceeded. 4.) Operator panel lock - Put the MFP in a locked state so that the operator panel cannot be used to configure or operate the device. 5.) Hard disk encryption - Encrypt the data on the printer or MFP's hard disk using an AES key. Lexmark devices can also be configured to validate user credentials and restrict device functions. They use Active Directory and other directory server platforms, including internal accounts, NTLM, Kerberos 5, LDAP, LDAP+GSSAPI, password, and PIN
85	Networking	© Yes ○ No	Lexmark printers have several networking options, including: 1.) Security protocols - Lexmark printers can use a variety of network security methods, including WEP, WPA, WPA2, 802.1X–RADIUS, or no security. The encryption type used on the printer must match the type used on the router. 2.) Network setup methods - Lexmark printers can be set up to a network using the control panel, Lexmark Mobile Assistant, or Wi-Fi Protected Setup (WPS). 3.) Network protection protocols - Lexmark printers can use network protections such as IPsec, Secure NTP, fax/network separation, and Secure LDAP
86	Installation	© Yes	Lexmark installation service allows you to quickly adopt and integrate your Lexmark printing technology. Our Installation Service will allow you to focus on your business and can help your employees take full advantage of the product features of your new device
87	Monitoring and/or testing	© Yes ○ No	Lexmark has a variety of solutions to monitor your devices including: 1.) Markvision Enterprise is a user-friendly print management solution that makes it easy to configure monitor device operation, monitor supply levels, change or test device settings and update security policies. 2.) The Lexmark Secure Content Monitor Solution audits and monitors all the data that passes through a Lexmark output device — and uses optical character recognition (OCR) to perform full text and attribute searches of the content. 3.) Lexmark MPS brings together tools and solutions as part of a best-in-class governance model. We provide interactive data analytics and visualizations, not spreadsheets and static presentations. With our interconnected system, we can provide you meaningful print analytics for enhanced visibility, greater digitization opportunities, and increased confidence that your system is solidly under control. We can also integrate printing and scanning data with your key business metrics, bringing added value to the analysis. We also ensure uptime by pairing advanced technologies and sophisticated algorithms to anticipate and prevent supply and mechanical disruptions before they occur

88	Maintenance and/or repair	Lexmark's proposed device provide an initial warranty (generally for one year), but we have also provided pricing for extended warranty support. Sourcewell participants can receive Lexmark services on their new Lexmark devices and even extend support on existing Lexmark devices. In addition, we have provided pricing for MPS service where we can provide enhanced service levels including automated supplies replenishment and predictive maintenance service.	*
89	Warranty program	Lexmark's proposed device provide an initial warranty (generally for one year). The warranty will be delivered through exchanging a device (for smaller monochrome devices that can be easily shipped) or next business day onsite service. Lexmark supplies are also warranted	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 90. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	C Yes
	€ No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing 24-11-18 Sourcewell Pricing Template vLXK.xlsx Thursday November 21, 2024 11:53:21
 - Financial Strength and Stability FY 2023 Finance and Q2 2024 Financial Reporting.pdf Thursday November 21, 2024 11:56:43
 - Marketing Plan/Samples (optional)
 - <u>WMBE/MBE/SBE or Related Certificates</u> Lexmark Minority and Supplier Diversity Program.docx Thursday November 21, 2024 11:56:53
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document Cover Letter Lexmark.docx Thursday November 21, 2024 11:57:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
- 3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/;
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Bid Number: RFP 112124 Vendor Name: Lexmark International Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Copiers_Printers_MFDs_RFP112124 Wed November 13 2024 04:31 PM	⋈	2
Addendum_6_Copiers_Printers_MFDs_RFP112124 Mon November 11 2024 04:01 PM	⋈	2
Addendum_5_Copiers_Printers_MFDs_RFP112124 Wed November 6 2024 02:34 PM	▽	1
Addendum_4_Copiers_Printers_MFDs_RPF112124 Fri October 25 2024 07:52 AM	▽	2
Addendum_3_Copiers_Printers_MFDs_RPF112124 Wed October 23 2024 02:19 PM	▽	1
Addendum_2_Copiers_Printers_MFDs_RPF112124 Thu October 17 2024 12:47 PM	□	3
Addendum_1_Copiers_Printers_MFDs_RPF112124 Wed October 16 2024 08:33 AM	M	1

Bid Number: RFP 112124