

SWC# 401 Lexmark Software Support **Contract Information and Usage Instructions**

*****The contact information and processes detailed in this document are subject to change at any time. Please go to <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html> for the most up-to-date version of statewide contract usage instructions.**

Contract Period: This contract has a total five-year term, with the initial term being three years and the remaining two years consisting of optional one-year renewals.

Contract Start Date: 10/1/2019

Current Contract Expiry Date: 9/30/2024

Summary/Background Information: This contract is for the provision of select Lexmark software, software solutions, professional services, and hardware. There are two contractors on this contract: Lexmark International, Inc. for all software related purchases and RJ Young Company for all hardware related purchases.

State Contact Information

Contract Administrator:

Kelly Bekele

Central Procurement Office

615-253-1637

kelly.bekele@tn.gov

Supplier Contact Information:

Lexmark International Inc.

Edison Contract Number: 64299

Ross Reed

Senior Account Manager

(859) 492-2532

Ross.reed@lexmark.com

740 W. New Circle Road Lexington,
Kentucky 40550

<https://www.lexmark.com/>

RJ Young Company

Edison Contract Number: 64301

Lindsey Jarvis

Major Account Consultant

(615) 515-7424

(800) 347-1955

(615) 515-7424

lindsey.jarvis@rjyoung.com

809 Division Street
Nashville, TN 37203

rjyoung.com

Emergency Call Procedures:

- For software emergency maintenance, please contact Lexmark at Ross Reed (contact info in the section above or):

Jay Simmons - Technical Specialist
jay.simons@lexmark.com
717-805-8963

- For hardware emergency maintenance, please contact RJ Young at 1-800-347-1955.
- Any emergency ordering of supplies must be fulfilled within one (1) business day of order/request.

Usage Instructions:

Pricing Information:

- Software: Software pricing is listed with each line item. Software Annual Maintenance and Support (AM&S) will vary by agency but is priced at a standard 20% of the purchase price of the software.
- Hardware: Multifunction device pricing is listed with each line item. Supplies and accessories/options use a catalog. This catalog is attached to the Edison contract, but can also be obtained by contacting the Contract Administrator. Hardware AM&S pricing is listed by hardware model.

Ordering and Delivery Instructions:

- Software orders are to be sent to Lexmark via Ross Reed.
- Hardware orders are to be sent to RJ Young via Lindsey Jarvis at lindsey.jarvis@rjyoung.com.
- All deliveries will be made within two (2) business days of order/request, if placed before noon local time.
 - The State User is to provide the Contractor with the following information at the time of order:
 - Contract information
 - State User Contact information
 - Address
 - Serial number (if ordering supplies or options/accessories)
 - The Contractor will provide a confirmation number upon receipt of an order.
- The Contractor is required to provide installation of hardware within two (2) business days of delivery at no extra cost.

- The Contractor is also required to provide training to cover the basic operational functions of the equipment at no extra cost.
- NOTE: Annual Maintenance and Support (AM&S) is provided at no cost for the first twelve (12) months following a hardware purchase. However, State Users should purchase the next twelve (12), twenty-four (24), thirty-six (36), or forty-eight (48) months prior to the expiration of the existing AM&S agreement.
- State Users should take care when choosing which line items to use when purchasing hardware AM&S. Line Items for *Maintenance Agreement for monochrome hardware - 12 months* and for *Maintenance Agreement for existing color hardware - 12 months* are to be used if hardware is a model other than those included on this contract. For any hardware models not listed on the contract, upon the End User's request, the Contractor may extend the AM&S agreement past this twelve (12) month period at their discretion.

Maintenance and Repairs Instructions:

- Should the Contractor be unable to repair equipment within sixteen (16) working hours of the original request, the Contractor is to supply a loaner of similar make and model at no extra cost.
- The State User is permitted to make a written request to replace non-performing equipment if the equipment meets the following conditions:
 - The equipment was purchased under this contract;
 - The State User has given the Contractor the opportunity to cure any service problems; and
 - The non-performing equipment has required three (3) or more service calls within a thirty (30) day rolling time period.

Hard Disk Removal Instructions:

- The State User has the option to request hard disk destruction/removal from the Contractor.
- Should the State User request hard disk destruction, the Contractor will destroy the hard disk via disintegration, shredding, pulverizing, or incineration. Once this is done, the Contractor is to issue a Certificate of Destruction via email for each serial number requested by the State User. The cost for this should be pre-determined with the Contractor and is pursuant to the State User's local purchasing authority.
- The State User also has the option to request removal of the hard disk. At the State User's request, the Contractor will remove the hard disk and return it along with all the data contained on the hard disk to the State User and issue a Certificate of Return via email or letter at the State User's discretion. This will be done at no extra cost to the State User.
- Should the State User make use of loaner equipment, the State User should make sure the hard disk of the loaner is removed and/or destroyed upon its return to the Contractor.



Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please reference our CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

Billing and Payment Instructions:

The Contractor shall submit an itemized invoice, with all necessary supporting documentation (i.e. parts receipt, etc.), to the state agency billing address provided in the PO. The invoice may include only charges for services described in the PO.