

NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

Telephone: (757) 591-4525

Fax: (757) 591-4593

12465 Warwick Boulevard Newport News, VA 23606-3041

RFP #003-0-2024/SNB

NOTICE OF INTENT TO AWARD

March 13, 2024

In Response to: RFP #003-0-2024/SNB

RFP Issue Date: November 8, 2023

Description of Work to be furnished: Print Shop Production Equipment and Related Software

Contractor: Canon Solutions America, Inc.

Shannon Bailey

Shannon Bailey, VCCO, VCO Director of Procurement shannon.bailey1@nn.k12.va.us

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION BY ANY OFFEROR ON THIS RFP.

REQUEST FOR PROPOSALS



Newport News Public Schools DATE: November 8, 2023 RFP ITEM NO. **ISSUING OFFICE:** 003-0-2024/SNB PURCHASING DEPARTMENT Attention of Offeror is Directed To 12465 WARWICK BOULEVARD Section 2.2-4367 to 2.2-4377 Code of PROCUREMENT OFFICER Shannon Bailey, VCCO, VCO NEWPORT NEWS, VA 23606-3041 Virginia (Ethics In Public TELEPHONE: (757) 591-4525 **Contracting**) FAX: (757) 591-4634 **SEALED PROPOSALS** will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued **CLOSING DATE** by this office. Newport News Public Schools is not responsible for late delivery by December 14, 2023 U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein. **CLOSING TIME** 2:00 PM **COMMODITY: Print Shop Production Equipment** NIGP CODE: 20413, 20476, 20477, 98460, 20480, 60072 **PREPROPOSAL CONFERENCE** PLEASE FILL IN OFFEROR'S NAME & **MANDATORY** ADDRESS IN THE SPACES PROVIDED THIS IS NOT AN ORDER DATE: November 28, 2023 **BELOW: TIME:** 11:00 AM THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REOUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT. NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS. DESCRIPTION OF GOODS/SERVICES **Print Shop Production Equipment and Related Software** ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2___ #3____ #4___(Please Initial) IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION. **Authorized Agent: Type or Print Name Signature**

Fax Number

Company FEI/FIN#

Telephone Number

Email Address

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-

68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUGFREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

- 1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
 - a THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR,

 SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

Name and Address of Signature___ **OFFEROR:** Printed Name: ______Title: Phone Number: _____Fax Number: Email Address: Federal Tax Identification Number/Social Security Number: ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain: Is Offeror Woman Owned? ☐ Yes ☐ No Is Offeror a Small Business?

Is Offeror a Faith-Based Organization?

Yes No
Yes No

2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

TABLE OF CONTENTS

I.	<u>PURPOSE</u>	4
II.	BACKGROUND	4
III.	STATEMENT OF NEEDS	6
IV.	SPECIAL INSTRUCTIONS TO THE OFFEROR	11
V.	GENERAL TERMS AND CONDITIONS	17
VI.	SPECIAL TERMS AND CONDITIONS	25

Attachment A: Current Equipment and Usage

Attachment B: Equipment and Software Offerings

Attachment C: Vendor Pricing Schedule

Attachment D: NNPS Print Shop Floor Plan

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide print production equipment and related billing software for the NNPS Print Shop.

II. BACKGROUND

NNPS is an urban school system educating children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 1 middle/high combination, a virtual learning academy and 5 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS and its locations may be accessed via NNPS' official web site at http://sbo.nn.k12.va.us/schools. NNPS employees approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

The NNPS Print Shop is a cost recovery operation with a mission to provide reliable, high-quality, cost-effective, and timely printing services to the schools, teachers, and support groups within the school division. As such, reliability and quality are valued services for the NNPS Print Shop and requires continuously functioning printing/copier equipment that is also reliable and producing a high-quality product. NNPS prints small and large jobs for most departments and schools.

Currently, the NNPS Print Shop uses Konica Minolta copying / printing equipment and a web based storefront software called WebCRD. NNPS is seeking to replace all equipment by June 2024. Equipment removal and installation is planned for June 2024 with new equipment fully operational on July 1, 2024. The average monthly usage on each of the machines located in the NNPS Print Shop is provided in Attachment A. This data is inclusive of COVID numbers. Printing services post-COVID have increased and are now more aligned with pre-COVID numbers.

The proposals sought under this RFP will be for equipment to be leased for a five-year term, with three additional five-year lease renewal terms at the division's discretion. The school division expects the successful offeror to be able to deliver its equipment, install it, and be fully operational by the end of June 2024. In addition to the lease of the Print Shop equipment, NNPS reserves the right to add and / or delete equipment in the Print Shop, in accordance with the terms and conditions of this contract. The successful offeror's software will also be required to interface with our current web-based storefront software WebCRD. The billing software must be able to produce invoices from work orders in both electronic and paper formats. Paper format must print to 8.5x11 paper. Invoices must be able to be emailed using an automatic set-up. WebCRD is the current billing software and successful vendor will be required to upgrade WebCRD as a part of their contract services when required.

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

III. STATEMENT OF NEEDS

Specific Requirements:

1. The Successful Offeror (hereafter referred to as "Contractor") will be expected to provide print shop production equipment and billing software which conform to the highest industry standards to include the following:

Equipment

- a. Three (3) Black and White printing machines, three (3) with booklet makers with square fold and trimmer and with multi-stitcher options capable of stitching legal paper 8.5" x 11" and 8.5" x 14", top, bottom and two on edge. At least two machines should have scanners with a minimum of 600 DPI. All machines must have insertion capability with no click count preferably after engine. Each machine must have two high capacity paper trays that run 8.5" x 11" up to 11" x 17" paper and cardstock. One machine must have three high capacity paper trays that run 8.5" x 11" up to 11" x 17" paper and cardstock with a total of 6 or 7 paper trays. All machines must be media driven.
- b. At least one (1) Color printing machine with booklet maker, scanner, and single and dual stitcher options. The machines should have the option to "sheet insert with no click count".
- c. Machines must be able to satisfactorily print on white paper, colored paper, in weights from 20# through 110# index, Carbonless paper (Preferred brand NCR), and must be able to print Tabs. At least one machine must be able to print Tabs 2 sides.
- d. Machines must be able to satisfactorily print sheet sizes up to 13x19 and current industry standards.
- e. All machines must use all paper in a tray and print until empty.
- f. It is highly desired that machines must have capability to add toner "on the fly".
- g. It is highly desired that machines must have attention required warning lights advising user of pending maintenance or preventative maintenance actions.
- h. It is highly desired that the machine software have scheduling capability, i.e. advise user of estimated run time and a sheet calculator to advise user of sheets needed to complete the job.
- i. All booklet makers must have the capability to makes books using 8.5 x 11" paper up through and including 11 x 17", and at least one booklet maker having the capability to make books using 8.5 x 11 paper up through and including 13 x 19". At least one booklet maker must have the capacity to saddle stitch, trim and square fold 50 sheets of 8.5" x 11" paper up through 13" x 19" paper. At least two booklet makers must have a sheet capacity to saddle stitch, trim and square fold 25 sheets of 8.5" x 11" paper up through 11" x 17" paper.
- j. All machines should have high-capacity stackers with straight and offset stacking capabilities. Each machine should have two interchangeable paper dollies.
- k. A plotter 36" wide format roll printer. Capabilities: Print/Scan/Copy papers 20# and 24# bond to 7.6 mil Glossy photo paper. Must accommodate rolls up to 36" x 500' with 3 inch core.
- 1. A "Make Ready Front End" machine, normally used as a hub for all machines, including scanner.
- m. All machines must be "networked ready, plug and print" equipment.
- n. Contractor will be responsible for configuring all machines and software to satisfy the printing and billing requirements of NNPS and to troubleshoot any problems that may arise with the machines or its software.
- o. All equipment and products provided to NNPS must be new, unused and free of defects in material, design, and workmanship. Refurbished, shop-worn, prototype, or demonstrator

- equipment are not acceptable.
- p. Offeror shall identify any electrical outlet requirements and Contractor shall furnish and install any electrical outlets required.
- q. Any surge suppressors required for the operation, or protection of any equipment covered by this contract shall be provided by the Contractor.
- r. All machines must provide true concurrency between multiple functions on the machine.
- s. Machines must be able to comfortably and functionally fit into the Print Shop's physical operational space.
- t. A variable data program on the hub and able to run on each machine, as well as provide for customization. Monitor with 32 inch curved screen.
- u. Equipment software and upgrades.
- v. Contractor will deliver, unpack, install, and test all equipment, to include: Checking the equipment for proper operation, loading paper, and or supplies, enabling network connectivity, and removing all shipping material.
- w. WebCRD should interface to download billing data into NNPS's Tyler/Munis ERP system.
- x. Cold or hot internal running operation.
- y. Usage click allotments per machine (applies to black and white and the color copiers). Offerors are encouraged to offer alternative pricing such as an all inclusive cost option as well. Yearly credit for unusable clicks. (example poor quality and machine continues to run)
- z. A fixed monthly lease fee for the entire lease term.
- aa. Consistent automated meter readings for billing that must be performed on the same day for all NNPS machines.
- bb. Machines shall not have the capability to permanently store information in the machine, once the information has been copied or printed.
- cc. Contractor must deliver all equipment, supplies, and product F.O.B. destination, inside delivery, with such destination being the "ship to" address on the applicable purchase order. Contractor will bear the risk of loss of or damage to the equipment, supplies, or products until NNPS has accepted delivery.

Maintenance Program

Contractor will be expected to provide a maintenance program for its leased print production equipment to NNPS that includes, at a minimum, the following:

a. Repair and / or replacement services for the leased equipment under this contract. Contractor must provide these services within the guaranteed time periods incorporated into this contract. These are the performance guarantees proposed by the offeror and accepted by NNPS as part of the contract award. Additionally, Contractor must provide new, unused replacement equipment of equal or better quality and capabilities at the request of the NNPS Contract Administrator, should NNPS not be satisfied with the performance of the existing equipment installed by Contractor. Such replacement equipment will be provided at no additional cost to NNPS and at the same monthly lease fee as the defective copier for duration of the lease term.

- b. NNPS desires a commitment from the Contractor to assure 98% equipment "up-time". NNPS may consider liquidated damages against the Contractor for failure to meet promised "up-time" commitments or require the Contractor to provide alternative options at no cost to NNPS in order for NNPS to maintain print production rates.
- c. Machines must have ability to advise operator of upcoming preventative maintenance schedule to minimize downtime. i.e. "service wrench"
- d. Offers are to include one major relocation of all Print Shop equipment at no cost to NNPS.
- e. Supplies, such as developer, toner, oils, and other supplies necessary for machine operation with automatic replenishment, at no additional cost to NNPS. Supplies must be furnished separately not bundled in kits. For example, replacement ink should not be bundled with a printer head.
- f. Supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days. All supplies must be recommended for use by the original equipment manufacturer.
- g. Offerors must identify location of supply logistic locations and identify fill rates for parts and supplies for each machine model offered in their proposal. NNPS desires a 99% fill rate.
- h. Offerors must identify customer service locations in their proposal response.
- i. Software Updates and Upgrades During the term of the lease, Contractor must provide software updates and upgrades, as needed and as they are provisioned, for each printing machine and each software package utilized by the machine, at no additional cost to NNPS.
- j. A single point of contact to which NNPS should submit service requests or can call, toll-free, regarding the ordering of services or supplies.

Billing Software:

- a. NNPS desires to continue with WebCRD our current storefront. This software must include all updates and upgrades.
- b. Must be compatible with MAC and Window based PCs.
- c. Must be able to interface or produce uploadable files, such as .csv compatible with NNPS' financial system Tyler/MUNIS v.10.5.
- d. Web to Print capability
- e. Must be able to produce invoices from work orders in both electronic and paper formats. Paper format must print to 8.5x11 paper. Invoices must be able to be emailed using an automatic setup.
- f. Work Order to invoice must include actual costs. There should be no need for end user to manipulate or manually configure the invoice.
- g. Work Orders must include data entry fields shown in Attachment B.
- h. Work Orders must be able to be viewed electronically as well as capable of printing to 8.5x11 paper.
- i. Work Order process must have a workflow approval process with multiple roles such as end user input, end user approval, queue accessible to print shop personnel, print shop edit capable, convert to invoice upon completion of job. Must be able to have multiple end users in same role, i.e. all Print Shop personnel should be administrators. Jobs should be closed out by Print Shop personnel only.
- j. Provide your recommendations of applications and software to be considered for this proposal, they must be tested and being currently utilized in a production environment. Please list current software users for any software you are proposing.

Training

- a. Immediately after installation, Contractor must provide training to the end user on the equipment and provide documents/literature on the specifications, features, and troubleshooting suggestions for each machine, which will remain on-site with the end user.
- b. Contractor will provide training to NNPS employees on each leased machine provided by the Contractor. Training will include training on the hardware and software of the equipment, as well as on minor troubleshooting for each piece of equipment.
- c. Training must be provided on a periodic basis during the lease term to ensure all users of the equipment, including new NNPS employees are trained on the equipment. In addition to operator training, Contractor must provide materials and instructional personnel for the training and / or retraining of users of the equipment.
- d. Contractor will provide on-site training and manuals to the NNPS site point of contact. Any updates to the manuals must be provided to the site point of contact as soon as possible after updates have become effective.

Contractor Performance Guarantees

Contractor is required to provide services at the levels listed below or become accountable for the respective remedies:

Service	Performance Guarantee	Contractor Risk for Not Meeting Guarantee
Turnaround time for resolving billing issues		
Turnaround time on submitting timely invoices		
Turnaround time on delivery and installation of equipment		
Turnaround time on completion of maintenance and repairs		
Turnaround time on replacement parts and equipment		
Turnaround time on service calls		
Turnaround time on software upgrades and updates		
Machine downtime		

Additional Contractor Requirements

- a. Immediately upon contract award, Contractor will provide NNPS with the names, phone numbers, addresses, and email addresses of the individual Contractor team members the Contract Administrator should contact for assistance, who have decision making authority in the various areas of the contract's performance. Contractor is responsible for immediately providing any updated information on these contacts to NNPS as changes occur.
- b. Contractor must provide one (1) point of contact for billing who is familiar with the NNPS lease agreement and account. An open "customer care service" center representative is unacceptable.
- c. Invoices that are in dispute by NNPS will not be paid until thirty (30) days after the dispute is mutually resolved.
- d. Contractor will provide both paper and electronic bills to NNPS, addressed to the NNPS Contract Administrator. The electronic bills will be in the format accepted by NNPS under this contract. If there is a discrepancy in the paper bill and the electronic bill, the paper bill will be considered to be correct and the contractor will be responsible for correcting the electronic version of the bill.
- e. Contractor should provide online account management for the leased equipment and supplies ordered.
- f. Contractor will compile meter readings on a monthly basis, preferably automatically and electronically.
- g. Contractor's billing cycle should coincide with the school division's fiscal year (July 1 June 30)
- h. Contractor should continue to maintain WebCRD online digital storefront with automated pricing available on the website. Including all updates and upgrades.
- i. Acceptance of equipment will occur upon receipt of product or when installation has been completed as requested and acknowledged, in writing, by NNPS.
- j. Contractor must maintain, on an on-going basis, as updates occur and at no additional cost to NNPS, a record of all units of equipment and products covered by the lease by serial number, model number, install date, physical location, and end date for each unit's lease.
- k. Ownership of the equipment shall remain with the Contractor at all times and shall not pass to NNPS under any circumstances, unless specifically requested by the NNPS Contract Administrator.
- 1. Contractor must warrant that each product/machine provided under this contract is and must continue to be data programmable and upward compatible with any other product/machine available or to be available from Contractor within the same family of products, so that data files created for each product can be utilized without adaptation of the other products and so programs written for the product/machine can operate on the next generation of products.
- m. Maintain service reports for each machine and provide to NNPS, upon request.
- n. Load all software drivers on individual PCs and MACs for all end users, as required.
- o. ****Contractor must deliver and include one possible move to another location ****

Pricing

Pricing is requested for the lease of equipment and related services required by Contractor under this contract. Contractor is responsible for the materials, labor, equipment, and supplies to accomplish the work, herein. Price proposals must reflect a firm fixed, monthly lease amount for a 60 month lease. Alternative pricing such as all inclusive pricing will be considered. Any and all additional pricing must also be included in Contractor's Pricing proposal.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Shannon Bailey, VCCO, VCO

Director of Procurement

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4560 Fax: (757) 591-4593

Email: shannon.bailey1@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the

NNPS Contract Administrator will be:

Dora Muehlbauer, Print Shop Coordinator

Newport News Public Schools

12465 Warwick Blvd.

Newport News, VA 23606-3041

Phone: (757) 591-4529

Email: dora.muehlbauer@nn.k12.va.us

B. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.eva.virginia.gov must contact the Issuing Office and provide Offerors name, address, contact person, telephone and fax number, and the RFP Item Number.

D. Pre-Proposal Conference (Mandatory):

A mandatory Pre-Proposal conference will be held in the NNPS Purchasing Department located NNPS Print Shop located at <u>12551 Patrick Henry Drive</u>, <u>Newport News</u>, <u>Virginia 23602</u>, on <u>November 28</u>, <u>2023 at 11:00</u> **A.M.** to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Potential offerors will have the opportunity to view existing equipment and observe the current layout and operations of the Print Shop.

E. Ouestions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at shannon.bailey1@nn.k12.va.us no later than 2:00 PM EST, Friday, December 1, 2023. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the www.eva.virginia.gov web site, NNPS Purchasing webpage, or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

F. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space RFP#003-0-2024/SNB

provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 02:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

H. Proposal Submittal Requirements:

- 1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anticollusion/nondiscrimination clauses on page 2;
 - c. Attachment B listing of equipment and software offered;
 - d. Attachment C, Pricing Schedule(s)
- 2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
- 3. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.
 - b. Submit the one (1) original, three (3) hard copies and one (1) electronic copy (CD or USB drive) of the proposal.
 - 1) The CD must be a:
 - a) "standard" compact disk (CD) [using 780 nm wavelength laser diode light]; or a digital video disk or "digital versatile disc" (DVD) [using 650 nm wavelength laser diode light Note: 'Blue-ray™ disks are not acceptable]. The media shall be capable of being read in a standard personal computer (PC) CD or DVD-drive. The media shall use a "standard" CD-file system format [ISO 9660], be virus-free, and may contain PC-files in any of the following formats:
 - b) Adobe(c) Personal-Document-Files (pdf), version 9.0, or greater
 - c) Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
 - d) Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
 - e) Microsoft (c) PowerPoint 'presentation' files (ppt) , version 12, or greater (PowerPoint 2007)
 - f) American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
 - g) Tagged Information Format (tif or TIFF) files

I. Evaluation of Proposals:

- 1. After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
- 2. The following criteria will be used in the evaluation process:
 - a. Overall proposal rating:
 Exceptional: The submission exceeds expectations, excellent probability of success, and in achieving all objectives. Very innovative

Good: Very good probability of success. Achieves all objectives in reasonable fashion.

Acceptable: Has reasonable probability of success. Some objectives may not be met.

Poor: Falls short of expectations and has a low probability of success.

Unacceptable: Submission fails to meet requirements and the approach has no probability of success.

- b. Each proposal will be evaluated on the following criteria:
 - i. Offeror's **experience** in providing print shop production equipment and the services requested;
 - ii. Offeror's capability and skills to perform the services required;
- iii. Services to be provided by the Offeror, as aligned with the scope of work in this RFP;
- iv. Cost; and

v. Customer Service accessibility and response time for repair.

Evaluation Criteria	Weight
Experience, Expertise, and Qualifications	30 points
Capability and Skills	25 points
Services to be Provided	20 points
Cost	15 points
Customer Service Accessibility and	10 points
Response Time	
Total	100 points

- 3. Exceptions/Alternatives will also be considered.
- 4. Based on the initial evaluation, NNPS may request the selected Offerors to make <u>oral presentations</u> to include a live demonstration of the equipment and online services being offered. NNPS prefers the demonstrations to be scheduled on a Saturday if possible. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
- 5. After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- 6. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

J. Presentation/Demonstration:

If in NNPS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

K. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the *Statement of Needs*, the

Preparation of Proposal Guidelines, and the Proposal Submittal Requirements as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs listing the evaluation criteria indicated above.

Offerors should be completely responsive to this RFP, be able to conform to the terms and conditions provided, herein, and provide responses to the evaluation criteria outlined, below. Offeror should not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this paragraph.

Offerors are encouraged to provide thorough and detailed information regarding the product and services being offered, based on the details provided, below.

Give a brief description of your organization to include:

Offeror must fully address each of the following items and submit proposals using the following format:

- 1. **Experience** Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - a. Offeror's established experience record in providing print shop production equipment and comparable services to organizations similar to NNPS.
 - b. Number and types of customers the Offeror has served with comparable services.
 - c. Number of years Offeror has been providing these types of services.
 - d. A **minimum** of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's. For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the firm; and
 - Brief summary of scope of services provided.
 - e. Information detailing projects of similar scope Offeror is currently engaged in, including:
 - Name of firm:
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the firm; and
 - Brief summary of scope of services being provided.
 - f. Other available documentation to verify Offeror's experience.
 - g. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
- 2. **Capability and skill** Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
 - a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.

- b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
- c. Size and location of the office that will serve the NNPS;
- d. Provide company mission statement
- e. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
- f. Qualifications and resumes of the team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.
- g. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
- Contact for prompt contract administration upon award of the contract;
- Contact during the period of evaluation;
- Authorized agent to accept any notices provided for in this contract.
 - h. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
 - i. A detailed history of all mergers or acquisitions.
 - j. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - k. A detailed list of contractor licenses held, including license class and number.
 - 1. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.
 - m. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.
- 3. **Services to be Provided** Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
 - a. An introduction An overview of Offeror's understanding of the scope of work and services to be provided.
 - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
 - c. <u>Each</u> of the *Specific Requirements* set forth under the *Statement of Needs* specified in this RFP.
 - d. Provide descriptive literature and illustrations for each type of machine being offered in this RFP and the number of pages guaranteed to run through each machine, including the booklet maker.
 - e. Provide a detailed description of its Billing cycle and process and how billing issues are resolved. Offeror must also provide a sample of the electronic invoice formats it has available to NNPS.
 - f. Each Performance Guarantee item of this RFP, complete the Contractor Performance Guarantee table and include it with offeror's proposal.
 - g. A detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
 - h. Implementation Plan for complete installation of equipment by the end of June 2024.
 - i. Detailed description of offeror's training program and the strategy for on-going training of new

- hires and transfer employees.
- j. A statement explaining why the Offeror's proposed solution would be the most advantageous to the NNPS.
- k. Describe the attributes that places the Offeror ahead of the competition.

4. Cost

- a. Complete and submit with the proposal the attached Pricing Schedule (Attachment D).
- b. Offeror must provide as an attachment to **Attachment D** any additional pricing information or alternative pricing structures offered.
- c. Offeror's prices will be subject to negotiations.
- d. After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

5. Customer Service

- a. List customer service locations.
- b. List supply logistics centers to serve NNPS.
- c. List all means of customer communication channels i.e. website, toll free numbers, self-service, etc.
- d. Provide a detailed description how technical service and billing issues are resolved include a description of follow up processes for customer issues.

Exceptions/Alternatives

- <u>Exceptions</u> Detail any exceptions taken to the Specifications and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror should not incorporate by reference its entire, standard contract document.
- Alternatives Offerors may present alternative methods to the "Statement of Needs" outlined in the RFP. However, unsolicited optional and/or alternative offers should first present a response to NNPS's objectives detailed in the "Statement of Needs" section of the solicitation. Offerors must address all evaluation criteria, with respect to any alternate solutions proposed.
- Exceptions and/or alternatives will be subject to negotiations.

L. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

M. Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and Offeror's proposal

N. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred

(120) calendar days after the scheduled closing date of this Request For Proposals.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

- 1. Invoke the protections of this section prior to or upon submission of the data or other materials,
- 2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
- 3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
- 4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
- 5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
- 6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
- 7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
- 8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
- 9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

Q. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

R. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

S. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

- 1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
- 2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
- 3. The use of subcontractors and the work they perform must receive the <u>prior written</u> approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
- 4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
- 5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits

required of the Successful Offeror under this contract.

T. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

U. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

V. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

W. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

X. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

Y. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

Z. Non-Performance:

- 1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
- 2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

- 3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
- 4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
- 5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

AA. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

BB. Termination With Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

CC. Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful

Offeror: Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

DD. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually

delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

EE. Compliance With All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

FF. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

GG. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

II. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

JJ. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

KK. Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- Serial numbers, if any;
- Quantity delivered;
- Charge for each item;
- Extended total (unit costs x quantity);
- This RFP number and the NNPS Purchase Order Number.

LL. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final

written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

MM. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

NN. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

OO. Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each

subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

- 1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
- 2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
- 3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

PP. Payment by Electronic Funds Transfer (EFT)

- (a) Method of payment.
- (1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory submission of Contractor's EFT information.
 - (1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.
 - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

- (c) *Mechanisms for EFT payment*. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association (d) Suspension of payment.
 - (1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.
 - (2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers.
 - (1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
 - (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—
 - (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.
- (f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) *Liability for change of EFT information by financial agent*. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. Accounting shall forward to the Contractor available payment information that is

suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

- (j) *EFT information*. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department NNPS Administration Building 12465 Warwick Blvd. Newport News, Virginia 23606

Tel: (757)591-4513

Kimberly Powell, Accounting Supervisor

kimberly.powell@nn.k12.va.us

QQ. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal

business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

RR. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

SS. Award:

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

TT. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the *Proprietary Information/Disclosure* section of this RFP.

UU. Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:
- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for **five** (5) **years**, commencing on the date of final installation of equipment.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for **three** (3) **additional**, **five** (5) **year lease periods**, as negotiated and agreed upon between NNPS and Contractor.

C. Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

D. Insurance:

- 1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
- 2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
- 3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not RFP#003-0-2024/SNB

specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms Limits
Workers' Compensation Statutory
Automobile Liability \$1,000,000 Combined Single Limit
Commercial General Liability, \$1,000,000 Combined Single
Limit including Contractual Liability and
Products and Completed Operations Coverage
Umbrella/Excess Liability \$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

E. Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Using Entities/Regional /Cooperative Contracts

This solicitation was issued in accordance with Code of Virginia §2.2-4304 on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Offeror or Offerors, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

G. CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids RFP#003-0-2024/SNB

is now so debarred.				
	Name of Official			
	Title	-		
	Firm or Corporation	_		
	Date	_		

on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that

H. Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

Attachment A: Current Equipment and Usage:

(As of October 6, 2023

Konica Minolta AccurioPress 6136P – 5,884,768

Konica Minolta AccurioPress 6136P – 11,261,749

Konica Minolta AccurioPress 6136P – 5,043,647

With Watkiss Power Square 224 Booklet Maker

Konica Minolta AccurioPress C3070 – Color Ink - 1,504,396 – Black Ink – 125,863

HP DesignJet T3500 (plotter) – 38,661.65

Attachment A continued: Current Usage:

FY 23-24 Yearly NNPS Print Shop Click Tracking NNPS Print Shop

Konica Minolta	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2023-2024	1,689,873	110,745	3,023	
Cost per click	0.0038	0.0320	0.0000	0.0000

Konica Minolta	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2022-2023	5,086,162	371,258	8,893	
Cost per click	0.0038	0.0320	0.0000	0.0000

Konica Minolta	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2021-2022	1,432,459	211,734	3,457	
Cost per click	0.0038	0.0320	0.0000	0.0000

Konica Minolta	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2020-2021	74,916,630	423,515	10,816	
Cost per click	0.0038	0.0320	0.0000	0.0000

Ricoh	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2019-2020	7,489,982	423,515	10,816	1,681
Cost per click	0.0035	0.0528	0.0110	0.0110

Ricoh	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2018-2019	7,990,154	455,284	13,530	663
Cost per click	0.0035	0.0528	0.0110	0.0110

Ricoh	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2017-2018	8,629,425	435,434	17,555	427
Cost per click	0.0035	0.0528	0.0110	0.0110

Ricoh	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2016-2017	9,293,859	380,574	13,320	262

Cost per click	0.0035	0.0528	0.0110	0.0110

Year - Ricoh	B/W Clicks	651 Color	Plotter Color	Plotter B/W
Allotments	15,000,000	900,000	24,000	12,000
2015-2016	10,261,844	322,042	14,375	1,618
Cost per click	0.0035	0.0528	0.0110	0.0110

Year - Oce	B/W Clicks	665 Color	665 Black
Allotments	15,000,000	900,000	57,000
2015-2014	7,876,128	322,042	22,341
Cost per click	0.0035	0.0528	0.0110

Oce	B/W Clicks	665 Color	665 Black
Allotments	15,000,000	900,000	57,000
2014-2015	11,957,947	454,178	37,530
Cost per click	0.0035	0.0528	0.0110

Oce	B/W Clicks	665 Color	665 Black
-----	------------	-----------	-----------

Allotments	15,000,000	900,000	57,000
2013-2014	9,861,475	429,058	40,393
Cost per click	0.0035	0.0528	0.0110

Oce	B/W Clicks	665 Color	665 Black
Allotments	15,000,000	900,000	57,000
2012-2013	9,114,673	453,146	33,119
Cost per click	0.0035	0.0528	0.0110

Oce	B/W Clicks	665 Color	665 Black
Allotments	15,000,000	900,000	57,000
2011-2012	9,379,117	425,874	33,119
Cost per click	0.0035	0.0528	0.0110

Oce	B/W Clicks	665 Color	665 Black
Allotments	15,000,000	900,000	57,000
20102011	10,220,599	225,377	26,482
Cost per click	0.0035	0.0528	0.0110

Attachment B: Equipment and Software Offerings

List of Equipment and Software offered (Please provide supplemental sheet if needed):

MODEL	FUNCTION	FEATURES

Attachment C: Vendor Pricing Schedule(s) for 60 month lease
--

Please provide supplemental sheets if needed.