



March 15, 2019

**NOTICE OF INTENT TO AWARD
RFP 006-0-2019HLV
Print Shop Production Equipment and related Software**

To All Offerors:

Please be advised that Newport News Public Schools (NNPS) has completed the evaluation of the above referenced Request For Proposals (RFP). Konica Minolta Business Solutions U.S.A., Inc. has been determined to provide the best value to NNPS, in accordance with the NNPS requirements for print shop production equipment. It is the intent of NNPS to award the contract to Konica Minolta Business Solutions U.S.A., Inc. accordingly, effective March 25, 2019.

On behalf of NNPS, I would like to thank you for your interest in the print shop production equipment for NNPS and your participation in the RFP process.

Should you have any questions, please feel free to contact me at (757) 597-2820 or lisa.cumming@nn.k12.va.us.

Sincerely,

Lisa A. Cumming

Lisa Cumming, CPPO, C.P.M., VCO
Director of Procurement
Newport News Public Schools

REQUEST FOR PROPOSALS



Newport News Public Schools

DATE: November 14, 2018

ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Offeror is Directed To
Section 2.2-4367 to 2.2-4377 Code of
Virginia (**Ethics In Public
Contracting**)

RFP ITEM NO. 006-0-2019/HLV
PROCUREMENT OFFICER Hector Vazquez
CLOSING DATE December 11, 2018
CLOSING TIME 1:00 PM
<u>PREPROPOSAL CONFERENCE</u> MANDATORY DATE: November 27, 2018 TIME: 09:30 AM

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 by this office. Newport News Public Schools is not responsible for late delivery by 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.

COMMODITY: Print Shop Production Equipment
NIGP CODE: 700-00, 209-70

PLEASE FILL IN OFFEROR'S NAME & ADDRESS IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

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 COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST 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:

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

ENCLOSURES

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 DRUG-FREE 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.

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.

Name and Address of OFFEROR:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number:

- Is Offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
- African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
- Is Offeror Woman Owned? Yes No
- Is Offeror a Small Business? Yes No
- Is Offeror a Faith-Based Organization? Yes No

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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

Based on the Commonwealth of Virginia Department of Education's (DOE) 2012-2013 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 29,786 students. NNPS is an urban school system educating children in 4 early childhood centers, 26 elementary schools, 10 middle schools, and 6 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 5000 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 Ricoh/Kodak copying / printing equipment and a web based storefront software called WebCRD. NNPS is seeking to replace all of this equipment immediately. Equipment removal and installation is planned for June 2019 with new equipment fully operational on July 1, 2019. The type of equipment currently being used, as well as the average monthly usage on each of the machines located in the NNPS Print Shop is provided in Attachment A.

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 available. The school division expects the successful offeror to be able to deliver its equipment, install it, and have them fully operational by the end of June 2019. 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 and NNPS's Tyler/Munis ERP system for billing.

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.
- l. 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 forwarn 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 want to continue with WebCRD our current storefront. This software must include all updates and upgrades.
- b. Must be compatible with Apple 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 set-up.
- 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 work flow 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 endusers 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:

<u>Service</u>	<u>Performance Guarantee</u>	<u>Contractor Risk for Not Meeting Guarantee</u>
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.
- l. 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.

Proposal Evaluation Schedule

- a. RFP issued November 14, 2018
- b. Mandatory Pre-bid and Site Visit scheduled for Tuesday, November 27, 2018 at 09:30 AM
- c. Questions due Friday, November 30, 2018 at 2:00 P.M.
- d. Proposals due Tuesday, December 11, 2018 no later than 2:00 P.M.
- e. Selection of Finalists will be made week of December 3rd, 2018
- f. Finalists' interviews and discovery scheduled starting week of December 10th, 2018
- g. Note: Equipment demonstrations must be scheduled for Saturdays
- h. Estimated Award Date: December 18, 2019

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:
Hector Vazquez Buyer
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4525
Fax: (757) 591-4593
Email: hector.vazquez1@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. Offeror will be added to the Planholders list and will receive notification of any addenda to the RFP.

D. Pre-Proposal Conference (Mandatory):

A mandatory Pre-Proposal conference will be held in the NNPS Purchasing Department located in the NNPS Administration Building at 12465 Warwick Boulevard, Newport News, Virginia, on **November 27, 2018 at 09:30 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.

E. Site Visit (Mandatory):

Following the pre-proposal conference, a site visit will be conducted at the Print Shop located in the NNPS Administration Building at 12465 Warwick Boulevard, Newport News, Virginia. Potential offerors will have the opportunity to view existing equipment and observe the current layout and operations of the Print Shop.

F. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at hector.vazquez1@nn.k12.va.us no later than **2:00 PM EST, Friday, November 30, 2018**. 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.

G. 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 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.

H. 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 01:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

I. 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 C, listing of equipment and software offered;
 - d. Attachment D, 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 original, four (4) 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

J. 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.
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations 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.

K. 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.

L. 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.
 - l. 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. **Each** 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 **Attachment C** under 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 on page 7 and 8 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 2019.

- 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 one attribute 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

- Exceptions - 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.

M. 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

N. 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

O. 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.

P. 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.

Q. 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).

R. 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.

S. 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

T. 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 prior written 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.

U. 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.

V. Non-Assignment:

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

W. Antitrust:

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

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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

Steven Kanehl, Accounting Supervisor

Steven.Kanehl@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 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, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit

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

Name of Official

Title

Firm or Corporation

Date

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:

Current Equipment

Model: Ricoh C651 (Color) Serial: V9045400007

Model: Ricoh Mainframe (Color) Serial: W0740410028

Model: Kodak Digimaster 125 (B&W) Serial: K4R05303

Model: Kodak Digimaster 125 (B&W) Serial: K4R05303

Model: Kodak Digimaster 150 (B&W) Serial: K4R05304

Model: CW2200 (Plotter) Serial: E084Q410069

Attachment A continued: Current Usage:

Attachment A

FY15-16 METER READINGS

Machine	Dusty	Lucky	Ned	Running Click Total	665S Color	665S B/W	Plotter Color	Plotter B/W
July	485,656	608,914	285,120	1,379,690	24,532	1,140	2,466	168
Aug	798,850	1,212,848	566,364	2,578,062	78,008	8,230	1,032	164
September	738,118	648,024	460,306	1,846,448	27,120	1,152	4,626	16
October	554,538	820,022	708,606	2,083,166	126,868	2,630	5,262	0
November	103,552	625,238	288,286	1,017,076	44,740	72	1,636	0
December	215,898	549,018	300,596	1,065,512	42,674	604	402	0
January	663,924	667,938	383,356	1,715,218	47,578	1,018	640	0
February	363,300	650,740	386,588	1,400,628	67,232	358	804	0
March	475,674	700,160	441,744	1,617,578	78,122	1,978	2,478	72
April	387,762	892,002	362,600	1,642,364	108,046	2,086	3,154	24
May	298,708	498,254	383,060	1,180,022	43,328	2,814	2,628	0
June	143,862	391,064	255,260	790,186	53,644	2,960	1,512	80
Less Service Usage								
Yearly Total	5,229,842	8,264,222	14,234,070	18,315,950	741,892	25,042	26,640	524

Attachment A continued: Current Usage:

FY16-17 METER READINGS								
Machine	Dusty	Lucky	Ned	Running Click Total	665S Color	665S B/W	Plotter Color	Plotter B/W
July	445,010	353,196	114,750	912,956	33,822	1,288	2,192	0
Aug	725,658	819,870	470,086	2,015,614	111,492	12,818	3,908	576
September	653,462	858,034	655,980	2,167,476	110,046	2,102	5,344	4
October	302,372	1,006,364	606,470	1,915,206	83,222	4,328	5,994	42
November	167,412	553,772	253,692	974,876	50,072	808	3,032	36
December	206,216	585,568	371,760	1,163,544	61,078	1028	3,828	0
January	713,810	565,830	469,358	1,748,998	57,274	46	2,752	30
February	198,888	518,178	437,376	1,154,442	72,258	1,330	1,080	144
March	568,260	754,672	547,090	1,870,022	118,910	1,118	3,186	10
April	352,826	515,876	365,172	1,233,874	65,862	270	766	0
May	169,212	355,774	366,096	891,082	54,122	1,270	1,332	0
June	607,804	396,298	191,706	1,195,808	56,176	7,246	2,044	12
Less Service Usage								
Yearly Total	5,110,930	7,283,432	4,849,536	17,243,898	874,334	33,652	35,458	854

Attachment A continued: Current Usage:

FY17-18 METER READINGS								
Machine	Dusty	Lucky	Ned	Running ClickTotal	665S Color	665S B/W	Plotter Color	Plotter B/W
July	652,352	598,092	84,790	1,335,234	19,006	464	442	28
Aug	395,636	983,702	423,938	1,803,276	113,612	8,558	2,904	36
September	881,150	1,011,060	645,982	2,538,192	153,758	20,768	6,860	276
October	243,868	682,858	545,066	1,471,792	109,272	1,942	1,116	300
November	260,950	532,082	384,782	1,177,814	16,088	164	3,632	428
December	182,176	523,800	344,164	1,050,140	49,742	318	982	150
January	422,982	365,472	397,416	1,185,870	55,354	1,012	1,444	24
February	482,168	604,590	438,988	1,525,746	81,808	888	1,634	0
March	254,946	592,334	621,118	1,468,398	130,656	918	3,660	60
April	131,046	349,722	330,564	811,332	100,392	552	1,324	24
May	100,378	511,946	335,648	947,972	36,714	712	2,050	0
June	246,898	210,314	164,558	621,770	44,166	6,476	1,012	0
Less Service Usage				14,304	3,341			
Yearly Total	4,254,550	6,965,972	4,717,014	15,923,232	907,227	42,772	27,060	1,326

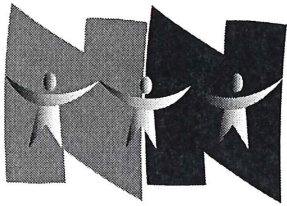
Attachment B:

List of Equipment and Software offered:

MODEL	FUNCTION	FEATURES

Attachment C:

Vendor Pricing Schedule(s)



Newport News Public Schools
PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606

Telephone: (757) 591-4525
Fax: (757) 591-4634

November 16, 2018
Addendum # 1

TO: ALL PROSPECTIVE OFFERORS

RE: RFP # 006-0-2019-HV – Print Shop Production Equipment and Related Software

The above referenced RFP is hereby changed as follows:

The Dates have been changed and will now be:

- a. Mandatory Pre-proposal and Site Visit scheduled Friday, December 07, 2018 at 09:30 AM**
- b. Questions due Tuesday December 11, 2018 at 2:00 P.M.**
- c. Proposals due Monday, December 17, 2018 no later than 2:00 P.M.**
- d. Selection of Finalists will be made week of January 7th, 2019**
- e. Finalists' interviews and discovery scheduled starting week of January 14th, 2019**
- f. Note: Equipment demonstrations must be scheduled for Saturdays**
- g. Estimated Award Date: January 21, 2019**

All other provisions of the RFP shall remain unchanged.

This provision shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its proposal.

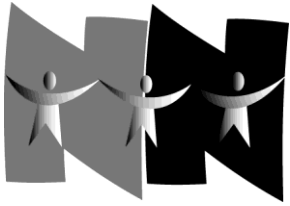
Name: _____
(Prospective Offeror)

Signature: _____

Sincerely,

Hector Vazquez,
Buyer

cc: RFP file # 006-0-2019-HV



Newport News Public Schools
PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606

Telephone: (757) 591-4525
Fax: (757) 591-4634

December 11, 2018
Addendum # 2

TO: ALL PROSPECTIVE OFFERORS

RE: RFP # 006-0-2019-HV – Print Shop Production Equipment and Related Software

The above referenced RFP is hereby changed as follows:

Referencing Page 13 Proposal Evaluation Schedule the dates have been extended and part e., f., g. and h, will be removed:

- c. Questions due Monday, December 17, 2019 at 4:00 P.M.
- d. Proposals due Friday, January 03, 2019 no later than 2:00 P.M.

- e. Part e Estimated date for selection of finalist removed
- f. Part f Estimated date for finalist interviews removed
- g. Part g Remove note referencing Saturday demonstrations
- h. Part h Estimated award date removed

All other provisions of the RFP shall remain unchanged.

This provision shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its proposal.

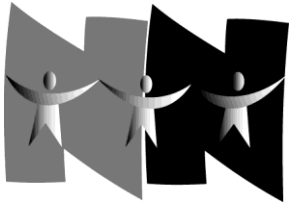
Name: _____
(Prospective Offeror)

Signature: _____

Sincerely,

Hector Vazquez,
Buyer

cc: RFP file # 006-0-2019-HV



Newport News Public Schools

PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606

Telephone: (757) 591-4525
Fax: (757) 591-4634

December 19, 2018
Addendum # 3

TO: ALL PROSPECTIVE OFFERORS

RE: RFP # 006-0-2019-HV – Print Shop Production Equipment and Related Software

The above referenced RFP is hereby changed as follows:

Closing Date: **Proposals due Thursday, January 03, 2019 no later than 2:00 P.M.**

Responses to questions received:

Question 1: Referencing Page 8, III, 1. Equipment, p, and Page 9 section P, ‘Offeror shall identify any electrical outlet requirements and Contractor shall furnish and install any electrical outlets required.’ Does the vendor have to do any wiring and install outlets?

Answer: No, the electrical wiring will be completed by NNPS. What part P was referencing was the previous vendor provided the outlets necessary for each machine they provided. The electrical wiring will be completed by NNPS. NNPS expects the awarded vendor to supply any electrical outlets needed for their machines.

Question 2: Referencing Page 9 section 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. What type of variable data?’

Answer: Various data such as mailing address, etc. no images should be necessary for this.

Question 3: Referencing Page 8, III, 1. Equipment, w, and Page 9, section W, Is the WEB CRD owned or leased?

Answer: Yes, NNPS will exercise Part 7 Purchase Option per attached equipment lease-purchase agreement# 603-0042195 dated 09/01/2014. Please see attached original agreement.

Question 4: Referencing Page 12, Section Pricing, What Pricing are you looking for we cannot price now for equipment five years from now?

Answer: The NNPS requests current pricing for a 60 month or five-year lease. At the end of the 60-month term we would negotiate the subsequent 60 month lease term at that point.

Question 5: Referencing pages 14, 17, and 18 section 4. Cost part a & part b What is Attachment D? Is it the same as Attachment C?

Answer: Revisions are as follows:

Referencing Page 14 section I: 1c. is changed to Attachment B.

Referencing Page 14 section I: 1d. is changed to Attachment C.

Referencing Page 17 section 3d. is changed to Attachment B.

Referencing Page 18 section 4a. is changed to Attachment C.

Referencing Page 18 section 4b. is changed to Attachment C.

Question 6: Referencing Page 13 Proposal Evaluation Schedule part g Why are demonstrations only scheduled for Saturdays?

Answer: That requirement is no longer needed. Demonstrations should be scheduled Monday through Friday.

Question 7: Referencing Attachment A. Why was there an increase in usage from FY2017 to FY2018?

Answer: Increased number of Departments and Schools are using Web CRD.

Question 8: Do we anticipate an increase on usage and what percentage of schools will use the system?

Answer: Yes, we anticipate an increase in usage and 100% of the schools will use the system.

Question 9: Is the maintenance up to date on the Web CRD?

Answer: Yes.

Question 10: What is the size of the new facility the print shop is moving to?

Answer: 38ft x 50ft, printers will go into the shop and the plotter will be placed outside of that room.

Question 11: How many operators will work in the print shop?

Answer: Three (3).

Question 12: Is the software we use PC or Mac based?

Answer: It is PC based.

Question 13: What software program do we use?

Answer: We use Ricoh Print Shop Manager and Printshop Mail.

Question 14: What Operating system do we use?

Answer: We use Windows 10.

Question 15: On Attachment A, Page 30, Ned is listed as having a yearly total of 14,234,070 clicks. Using this number, the yearly total clicks for Dusty, Lucky and Ned do not equal the total running clicks of 18,315,950. Ned's monthly clicks added together equal 4,821,886, which added together with Dusty and Lucky's yearly totals equal the total running clicks provided. Please confirm which is correct.

Answer: All clicks from Ricoh are straight copies, not 8.5 x 11 (i.e. an 8.5 x 11 is one click; an 11 x 17 is one click; 12 x 18 is one click, etc.). The 15-16 readings were reviewed and a formula error was discovered. The total for Ned is 4,234,070.

Question 16: Will Web CRD be owned as part of a \$1 out lease at the end of the Ricoh Term?

Answer: Yes, see response to question #3.

Question 17: Will NNPS confirm this understanding in writing to RSA the makers of WebCRD?

Answer: NNPS will comply with notification requirements as outlined in the agreement# 603-0042195 dated 09/01/2014.

Question 18: Does WebCRD interface with Tyler/Munis presently?

Answer: It currently does not, but it is now requested per page 10, section Billing Software, part c.

Question 19: Whom presently supports this connection?

Answer: RSA & Ricoh.

Question 20: Page 10 billing software g. work order is referenced to be in attachment B, we do not see the work order attached to the RFP?

Answer: Disregard that reference. We currently use WebCRD for digital work orders.

Question 21: Scope of Work is referenced on Page 15 Section J, 2, b., iii., is this the same as statement of needs beginning on page 8?

Answer: Yes.

Question 22: Please confirm the need for 13X19 booklet making as stated on the RFP. During Print Shop tour, it was stated by an operator that NNPS does not make any booklets on 13X19.

Answer: Primary Size is 11X17 with some booklets done on 12X18. This statement is correct for books only, 13 x 19 is flat printing for all machines.

Question 23: Booklet Making: Under Statement of needs, page 8 i. – Is Trim just face trim or also head and foot? Meaning 3 Knife trim?

Answer 23: Just face trim.

Question 24: Can you provide a floor plan of the new site?

Answer: Please see attached floor plan drawings.

Question 25: What is the percentage of total usage?

Answers: 11" x 17" – 90%

12" x 18" – 9%

13" x 19" – 1%

Question 26: Does the (3) year 5-year extension need to be priced now or at each (5) year increment?

Answer: Reference response to question# 4.

Question 27: Media requirements for the wide format?

Answer: 20# plotter paper up to 70# 7 Mil Matt and High Glass finish.

Question 28: Is there a requirement for the outside banners?

Answer: No outside vinyl banners.

Question 29: A 2/3 Hole Punch was not referenced in the specs, is one needed, and if so, on how many systems?

Answer: Hole punch is not needed on any machine.

Question 30: Would you please clarify the workflow on your (3) monochrome units?

Answer: WebCrd Print job ticket, downloaded to PrintShare, Shawn preps job for printing (imposition, 2up, page numbers, etc.) releases to print que on machine.

- a. Specifically what type of controller are you using? **Such as a built-in controller, fiery or some other brand. Ricoh's built in controller on B&W machines Fiery on color.**
- b. And how are the jobs being released? **When job is on the print Que an operator releases a proof then the job (no automatic printing here).**

Question 31: Referencing Page 8, III, 1. Equipment, c: How frequently do you print Two Sided Tabs now?

Answer: Not often, about 500 four and five bank tab sets a year.

Question 32: Referencing Page 8, III, 1. Equipment, 1: Does Newport News Public Schools want the vendor to provide the Make-Ready Computer or will you use the existing computer?

Answer: Yes. The current make-ready computer is provided by Ricoh.

Question 33: Referencing Page 8, III, 1. Equipment, 1: What type of materials does the Newport News Public Schools need to scan for the "Make Ready Front End", i.e. Documents, Photos, 3 dimensional items? Is a new Scanner desired?

Answer: The type of materials B&W and color originals and some blueprint type drawings. Yes, a scanner on the new machine and at least one B&W machine, a scanner on the wide format printer.

Question 34: Referencing Page 8, III, 1. Equipment, t: Does Newport News Public Schools use Adobe InDesign in the Print Shop?

Answer: Yes

Question 35: Referencing Page 8, III, 1. Equipment, w: What Modules do you have for WebCRD?

Answer: We are currently using WebCRD for our online ordering. We want uninterrupted service for this system.

Question 37: Referencing Page 8, III, 1. Equipment, aa: Will Newport News Public Schools allow an outside internet connection for meter readings?

Answer: NNPS will provide the access. The vendor cannot have their own internet connection.

Question 38: Referencing **Page 12, III, 1, Additional Contractor Requirements:** Is The Newport News Public School’s WebCRD software self-hosted?

Answer: Yes, it is currently self-hosted. But it is preferred to be cloud based.

Question 39: Will the software drivers be loaded to a print server or individually on workstations? How many workstations does Newport News Public Schools expect to need printer drivers loaded on?

Answer: Vendor will load software drivers individually on workstations approximately seven.

Question 40: Can you please provide the space requirements for any devices that will be relocated to the new facility such as paper drills, folders, cutters, sealers, worktables, etc?

Answer: In the 38x50ft room there will be no other equipment except a recycle bin and a pallet of paper and 24in deep counters and shelves on 3 walls.

There are Three (3) Attachments:

Contract documents Equipment Lease-Purchase Agreement# 603-0042195 dated 09/01/2014.

Redacted Statement of Work

Floor Plan Drawings

All other provisions of the RFP shall remain unchanged.

This provision shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its proposal.

Name: _____
(Prospective Offeror)

Signature: _____

Sincerely,

Hector Vazquez,
Buyer

cc: RFP file # 006-0-2019-HV



MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION			
Legal Name	Newport News School Board		
Bill To Address			
City	State	Zip Code	

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Reconditioning.** Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under the Order).

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

5. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. For an Order having an initial term of at least thirty-six (36) months,

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Customer shall pay to Ricoh, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the term of such Order, an amount equal to twelve (12) times the "Monthly Service Charge" (as defined below) payable under such Order; (ii) if the termination occurs in months thirteen (13) through twenty-four (24), an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current term of such Order. For an Order having an initial term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

7. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract.

8. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect Customer document content or user information. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

9. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated

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delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

11. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

12. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.

13. **Indemnification.** To the extent permitted by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

The following terms shall apply to all Product sale transactions:

14. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

15. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

The following terms shall apply to all transactions:

16. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh

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Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

17. **Data Management.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

18. **Payment; Risk of Loss; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

19. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors.** Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

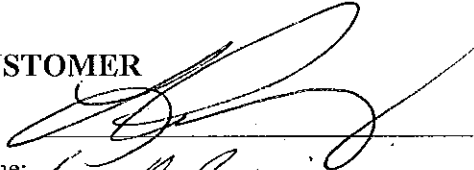
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21. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

22. **Advice of Counsel.** Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Agreement and thereby executes this Agreement knowingly and willingly after receiving such legal advice.

23. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: 
Name: Lisa A. Cairns
Title: Purchasing Agent
Date: 6/4/14

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Lease
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	Newport News School Board		
Address Line 1:	12465 Warwick Blvd	Contact:	Lisa Cumming
Address Line 2:		Phone:	757-591-4525
City:	Newport News	E-mail:	lisa.cumming@nn.k12.va.us
ST / Zip:	VA 23606	County:	
		Fax:	757-591-4634

BILLING INFORMATION

- Check All That Apply:
- PO Included PO #
 - PS Service (Subject to and governed by additional Terms and Conditions)
 - Sales Tax Exempt (Attach Valid Exemption Certificate)
 - IT Services (Subject to and governed by additional Terms and Conditions)
 - Syndication
 - Fixed Service Charge
 - Add To Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60	MONTHLY	ANNUALLY

Service Type	Guaranteed Group Total Allowance <small>(Per Base Billing Frequency)</small>		Group Overages		Service Base <small>(Per Base Billing Frequency)</small>
	B/W	Color	B/W	Color	
GOLD	1000000	33334	0.004000	0.035500	\$ 6,586.93

SHIP TO INFORMATION

Customer Name:	Newport News School Board		
Address Line 1:	12465 Warwick Blvd	Contact:	Lisa Cumming
Address Line 2:		Phone:	757-591-4525
City:	Newport News	E-mail:	lisa.cumming@nn.k12.va.us
ST / Zip:	VA 23606	County:	
		Fax:	757-591-4634

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>	Sell Price	Extended Sell Price
Kodak Digimaster HD125	1	GOLD	250,000	0.004000	n/a	n/a		\$ 1,458.75	\$ 1,458.75
Kodak Digimaster HD125	1	GOLD	250,000	0.004000	n/a	n/a		\$ 1,316.14	\$ 1,316.14
Kodak Digimaster HD150	1	GOLD	250,000	0.004000	n/a	n/a		\$ 2,038.67	\$ 2,038.67
Ricoh Pro C651EX	1	GOLD	250,000	0.004000	33,334	0.035500		\$ 1,773.37	\$ 1,773.37

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
PS-INSKODAK	3	Included in lease	
PP-PPISFM2200	1	Included in lease	
PP-PPISFC751	1	Included in lease	
PP-INSWPRPRESS	1	Included in lease	

SHIP TO INFORMATION

Customer Name:	Newport News School Board		
Address Line 1:	12465 Warwick Blvd	Contact:	Lisa Cumming
Address Line 2:		Phone:	757-591-4525
City:	Newport News	E-mail:	lisa.cumming@nn.k12.va.us
ST / Zip:	VA 23606	County:	
		Fax:	757-591-4634

PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base B/Try Frequency)	B/W Ovg	Color Allowance (Per Base B/Try Frequency)	Color Ovg	Service Base (Per Base B/Try Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
PS-PRDADVSRVCS	1	Included in Lease	

SHIP TO INFORMATION			
Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base B/Try Frequency)	B/W Ovg	Color Allowance (Per Base B/Try Frequency)	Color Ovg	Service Base (Per Base B/Try Frequency)	Sell Price	Extended - Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

ORDER TOTALS	
Service Type Offerings:	Product Total:
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :
Additional Provisions:	
Insert ANY additional provisions here.	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: <i>[Signature]</i>	Authorized Signature: _____
Printed Name: Lisa Manning	Printed Name: _____
Title: Purchasing Agent	Title: _____
Date: 6/14/14	Date: _____





ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Lease
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	Newport News School Board		
Address Line 1:	12465 Warwick Blvd	Contact:	Lisa Cumming
Address Line 2:		Phone:	757-591-4525
City:	Newport News	E-mail:	lisa_cumming@nn.k12.va.us
ST / Zip:	VA 23606	County:	
		Fax:	757-591-4634

BILLING INFORMATION

Check All That Apply:

PO Included PO # PS Service (Subject to and governed by additional Terms and Conditions)

Sales Tax Exempt (Attach Valid Exemption Certificate) IT Services (Subject to and governed by additional Terms and Conditions)

Syndication Fixed Service Charge Add To Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60	MONTHLY	ANNUALLY

Service Type	Guaranteed Group Total Allowance <i>(Per Base Billing Frequency)</i>		Group Overages		Service Base <i>(Per Base Billing Frequency)</i>	
	B/W	1000	B/W	0.040000	\$	158.00
BRONZE	Color	2000	Color	0.054000		

SHIP TO INFORMATION

Customer Name:	Newport News School Board		
Address Line 1:	12465 Warwick Blvd	Contact:	Lisa Cumming
Address Line 2:		Phone:	757-591-4525
City:	Newport News	E-mail:	lisa_cumming@nn.k12.va.us
ST / Zip:	VA 23606	County:	
		Fax:	757-591-4634

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance <i>(Per Base Billing Frequency)</i>	B/W Ovg	Color Allowance <i>(Per Base Billing Frequency)</i>	Color Ovg	Service Base <i>(Per Base Billing Frequency)</i>	Sell Price	Extended Sell Price
Ricoh MPC W2200SP	1	BRONZE	1,000	0.004000	2,000	0.054000		\$ 158.00	\$ 158.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base B/Wing Frequency)	B/W Ovg	Color Allowance (Per Base B/Wing Frequency)	Color Ovg	Service Base (Per Base B/Wing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

SHIP TO INFORMATION			
Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION									
Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base B/Wing Frequency)	B/W Ovg	Color Allowance (Per Base B/Wing Frequency)	Color Ovg	Service Base (Per Base B/Wing Frequency)	Sell Price	Extended Sell Price

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price

ORDER TOTALS		
Service Type Offerings:		Product Total:
Gold: Includes all supplies and staples. Excludes paper.		BASIC CONNECTIVITY / PS / IT Services :
Silver: Includes all supplies. Excludes paper and staples.		BuyOut After Promotions:
Bronze: Parts and labor only. Excludes paper, staples and supplies.		Grand Total: (Excludes Tax) :
Additional Provisions:		

Includes a total of 10-Black and 17-Color (Cyan, Magenta, Yellow each) toner cartridges

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: <i>[Signature]</i>	Authorized Signature: _____
Printed Name: <i>LISA D. CANNON</i>	Printed Name: _____
Title: <i>Marketing Dept</i>	Title: _____
Date: <i>6/4/14</i>	Date: _____



Director, Legal Services ■ Leonard A. Wallin II, Esquire
12465 Warwick Boulevard, Newport News, VA 23606-3041 ■ phone: 757-591-4663 ■ fax: 757-595-2461

RICOH USA, INC.

RE: Order Agreement dated 4 June, 2014 ("Order Agreement") to Master Agreement dated 4 June, 2014, between RICOH USA, INC. ("Company") and the NEWPORT NEWS SCHOOL BOARD (also referred to as "NNPS")

Ladies and Gentlemen:

I am counsel to the Newport News School Board (the "Customer"). I am familiar with the above referenced Order Agreement by and between Company and the Customer relating to the lease purchase option of certain equipment identified therein (the "Equipment"). Based on my examination of the Order Agreement and such other documents, records, and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Customer is a "body corporate" pursuant to the laws of the Commonwealth of Virginia and is also deemed to be a political subdivision of the Commonwealth. The Customer is authorized by the Constitution and laws of the Commonwealth of Virginia to enter into the transaction contemplated by the Order Agreement and to carry out its obligations thereunder.
2. The Order Agreement set forth above has been duly authorized, executed, and delivered by the Customer and constitutes a valid, legal, and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by insolvency, reorganization, moratorium, or other similar laws affected creditors' rights generally and general equitable principals.
3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Customer of the Order Agreement and the transaction contemplated thereby.
4. The entering into and performance of the Schedule and other related documents will not violate any judgment, order, law, or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Customer or the equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement, or other instrument by which Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits, or proceedings pending or, to the knowledge of Customer, threatened against or affecting Customer in any court or before any government commission, board, or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Order Agreement.
6. The Equipment is personal property and, when subject to use by the Customer, will not be or become fixture(s) under the laws of the Commonwealth of Virginia.

7. All required public bidding procedures regarding an award of this Order Agreement have been followed by Customer.
8. The Customer shall be the only entity to possess, operate, and use the Equipment during the Term of the Order Agreement.

Respectfully,



LEONARD A. WALLIN II
Director of Legal Services

Date: 9/1/2014

LAW610



Equipment Lease-Purchase Agreement

Lease Number: 603-0042195			Lessee's Fed Tax ID #: 54-1398784	
Lessee (Customer) – Use EXACT legal name The School Board of the City of Newport News			Lessee's Chief Executive Office – Street 12465 Warwick Blvd	
			City Newport News	
State VA	County Warwick	Zip 23606	Lessee's Telephone (not cell) (757) 591 - 4634	

In this agreement, as it may be amended from time to time (the "Lease"), the words "You" and "Your" mean the lessee named above. "We," "Us" and "Our" mean the lessor, Wells Fargo Financial Leasing, Inc. "Seller" means the equipment seller(s) named in the Schedule. ***This Lease and the other documents executed and/or delivered by Us in connection with this Lease represent the final and only agreement between You and Us regarding the subject matter herein and supersede any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Seller) are not binding on Us.***

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") listed on the attached Equipment Schedule (hereinafter referred to as the "Schedule") upon the terms stated herein. The term of this Lease shall commence on, and interest shall accrue from, the date identified on the Schedule (the "Commencement Date") and shall continue for the number of months stated in the Schedule (the "Scheduled Term") unless You shall have terminated this Lease pursuant to Section 7 or Section 15 or We shall have terminated this Lease pursuant to Section 12. Subject to Section 15 below, You promise to pay to Us the Lease Payments in the amounts and on the dates identified on the Schedule, plus all other amounts stated herein through the Scheduled Term. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default under this Lease.

2. INTEREST AND PRINCIPAL COMPONENTS; APPLICATION OF PAYMENTS; LATE PAYMENTS; DEFAULT INTEREST. As set forth in the Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest, and the balance of each Lease Payment is paid as, and represents payment of, principal. Restrictive endorsements on checks are not binding on Us. All payments will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing and We understand and intend that Your obligation to pay Lease Payments and other amounts due under this Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

3. UNCONDITIONAL OBLIGATION. You agree that: (a) We are a separate and independent company from the Seller, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (b) no statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (c) You, not We, selected the Equipment and the Vendors based on Your own judgment; (d) Your duty to perform Your obligations hereunder is absolute, unconditional and irrevocable (subject only to Section 15 below) in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (e) if You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (f) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under this Lease.

4. INDEMNIFICATION. To the extent permitted by applicable law, and provided You have legally available funds for such purposes, You shall indemnify and defend Us against, and hold Us harmless for, any and all claims (including but not limited to claims for personal injury and death), actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease.

5. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment.

6. TITLE; SECURITY INTEREST; LOCATION, USE AND MAINTENANCE OF EQUIPMENT. Unless otherwise required by the laws of the State in which You are located, upon acceptance of the Equipment, title to the Equipment shall vest in You, subject to Our rights under this Lease; provided that title shall thereafter immediately and without any action by You vest in Us, and You shall immediately surrender possession of the Equipment to Us, upon any termination of this Lease other than a termination pursuant to Section 7. To secure Your obligations hereunder to Us, You hereby (i) grant to Us a first priority lien and security interest in the Equipment and all proceeds thereof and authorize Us to record (and amend, if appropriate) Uniform Commercial Code ("UCC") financing statements in order to perfect such security interest. During the Scheduled Term, You shall not, without Our prior written consent, permit the Equipment to become (i) attached to real property or (ii) subject to any liens or encumbrances of any kind whatsoever. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission to do so. You shall give Us access to the premises where the Equipment is located so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date. You shall use the Equipment solely for the purpose of performing one or more of Your governmental functions and in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations thereto. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

7. PURCHASE OPTION. At Your option, and provided that no Event of Default has occurred and is continuing, Our interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned, to You and this Lease will terminate: (a) upon payment in full of all Lease Payments and all other payments then due hereunder, or (b) on any Lease Payment date, provided You have delivered written notice at least thirty (30) days prior to such date of Your intention to purchase the Equipment pursuant to this provision, by paying to Us, in addition to the Lease Payment due on such date, an amount equal to the Purchase Option Price. For purposes of this Lease, the term "Purchase Option Price" means, at any given time, an amount equal to the sum of (a) all Lease Payments and other fees and charges then due and past due, if any, (b) all Lease Payments to become due in the future through the remainder of the Scheduled Term, discounted at a rate equal to the Annual Rate set forth on the Schedule, and (c) the applicable Purchase Option Premium, if any. For purposes of this Lease, the term "Purchase Option Premium" means an amount equal to (i) 3% of the Purchase Option Price, if the Equipment purchase occurs during the first 12-month period of the Scheduled Term; (ii) 2% of the Purchase Option Price, if the Equipment purchase occurs during months 13 through 24 of the Scheduled Term; and (iii) 1% of the Purchase Option Price, if the Equipment purchase occurs during months 25 through 36 of the Scheduled Term. If the Scheduled Term is greater than 36 months, then there is no Purchase Option Premium for Equipment purchases occurring after month 36.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount at least equal to the then applicable Purchase Option Price, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You shall provide Us with satisfactory evidence of Property and Liability Insurance within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. With Our prior written consent, You may satisfy Your insurance obligations under this Section 8 by means of a self-insurance program reasonably acceptable to Us. If the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, the net proceeds of any insurance claim (including self-insurance) shall be applied, at Our option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected, or (ii) the payment in full of the then applicable Purchase Option Price. Any balance of net proceeds remaining after completion of such work or payment of such Purchase Option Price shall be paid promptly to You. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Purchase Option Price in full, You shall, at Our direction, either complete the work or pay the then applicable Purchase Option Price in full and in either case pay any cost in excess of the amount of the net proceeds, but only from legally available funds.

9. ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN OR OTHERWISE ENCUMBER (collectively, "TRANSFER") THIS LEASE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without Your consent, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Upon receipt of notice of any Transfer to a New Owner, You shall record the same in records maintained for such purpose in order to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. The parties hereto contemplate that the Equipment will be used for a governmental purpose and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), You will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied with respect to the Equipment, as well as all levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of \$75.00 (or as otherwise agreed) to cover Our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Lease. You agree that the fees set forth in this Lease may include a profit.

11. SAVINGS CLAUSE. If any amount charged or collected by Us under this Lease is greater than the amount allowed by law, including, without limitation, any amount that exceeds any applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged by Us but not yet paid by You will be waived by Us and (ii) any Excess Amount collected by Us will, at Your option, be refunded to You or applied to any other amount then due hereunder.

12. DEFAULT. Each of the following events shall constitute an "Event of Default" under this Lease: (1) any representation or warranty made by You in this Lease or otherwise to Us is untrue, incorrect or misleading, (2) Your breach of any covenant, agreement or other obligation set forth herein or in any other agreement now or hereafter entered into between You and Us, and/or (3) Your insolvency or dissolution, the institution by or against You of any bankruptcy, reorganization, receivership, conservatorship or other insolvency-related proceeding, the filing by or against You of an assignment for the benefit of Your creditors, or Your admission of Your inability to pay Your debts in general as the same fall due. If an Event of Default occurs, We may do any or all of the following: (A) cancel this Lease, (B) require You to return the Equipment pursuant to Section 13 below, (C) take possession of and/or render the Equipment (including any software) unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments and other amounts due hereunder for the remainder of Your then-current fiscal period, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) Default Interest on the amounts specified in clauses "I" and "ii" above from the date of demand to the date paid (such amounts specified in sub-clauses "I" through "iii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Default Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency, subject, however to Section 15 below and to any other requirements of applicable law. If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. Any delay or failure to enforce Our rights under this Lease shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during this Lease, You agree that We may retain and utilize the same to cure or otherwise cover any default by You hereunder.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Lease, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 6 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until the Equipment is received by Us.

14. APPLICABLE LAW. This Lease shall be governed by the laws of the State in which You are located. To the extent permitted by applicable law, the parties hereto waive their respective rights to a trial by jury in any legal action. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

15. NON-APPROPRIATION OF FUNDS. You hereby represent, warrant and covenant unto Us that: (a) You intend, subject only to the provisions of this Section 15, to remit to Us all sums due and to become due under this Lease for the Scheduled Term; (b) Your governing body has appropriated sufficient funds to pay all Lease Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Lease Payments for the Scheduled Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Lease Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all Lease Payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate this Lease as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 13 on or before the effective date of termination.

16. TAX REPRESENTATIONS AND COVENANTS. You hereby represent, warrant and covenant unto Us that: (a) You are a state or political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as such, (b) You intend that this Lease not constitute a "true" lease for federal income tax purpose and that You be considered the owner of the Equipment for federal income tax purposes, (c) You will not take any action that would cause the interest component of Lease Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, nor will You omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of Lease Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, (d) You have not created or established, and do not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Lease Payments, or (ii) that may be used solely to prevent a default in the payment of Lease Payments, (e) the proceeds of this Lease will not be used to reimburse You for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance, (f) You will not permit the Equipment to be used, directly or indirectly, for a private business use within the meaning of Section 141 of the Code, and (g) You agree to complete in a timely manner an information reporting return (either Form 8038-G or Form 8038-GC, as appropriate) with respect to this Lease as required by the Code. If you breach any of the covenants contained in this Section 16, the interest component of Lease Payments may become includible in Our gross income for federal income tax purposes. In such event, You agree to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Us an additional amount determined by Us to compensate Us for the loss of such excludability. Notwithstanding anything in this Section 16 or elsewhere in this Lease to the contrary, any amount payable by You under this Section 16 shall be payable solely from funds legally available for such purpose and shall be subject to Section 15 hereof.

17. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the other representations, warranties and covenants made by You as set forth in this Lease, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Lease and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render this Lease enforceable against You in accordance with its terms, and You have complied with such public bidding requirements as may be applicable to this Lease and the transactions contemplated hereby, (d) the use and operation of the Equipment is essential to Your proper, efficient and economic governmental operation, (e) upon Our request, You will provide Us with a copy of Your current financial statements within 150 days after the end of each fiscal period, and (f) unless and until this Lease is terminated in accordance with the terms hereof, You shall provide to Us, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Your ability to continue the Lease, as We may request. You hereby acknowledge that each of the representations, warranties and covenants made by You in Sections 15, 16 and 17 and elsewhere in this Lease are being materially relied upon by Us in entering into this Lease.

18. MISCELLANEOUS. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Lease.

Lessee: <u>The School Board of the City of Newport News</u> By: <input checked="" type="checkbox"/> <u><i>Lisa Cumming</i></u> Date: <u>9/1/14</u> Title: _____ Print name: <u>Lisa Cumming</u> Purchasing Supervisor II Attest: <u><i>Dominic B. Workup</i></u> Title: <u>Exec Sec</u>	Accepted by Wells Fargo Financial Leasing, Inc., Des Moines, Iowa By: _____
---	--

Exhibit A

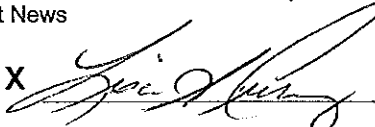
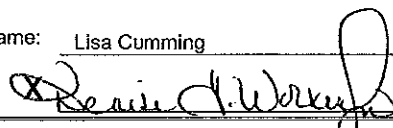
Equipment Schedule

Lessee: The School Board of the City of Newport News
 Equipment Lease Purchase Agreement No.: 603-0042195
 Commencement Date: 09/01/2014
 Scheduled Term (Number of Months): 60

1. Description of Equipment:

Quantity	Equipment Seller	Equipment Make, Model & Serial Number (Required)
	see attached equipment list	

2. Equipment Location: 12465 Warwick Blvd, Newport News, Virginia 23606
3. Annual Rate (i.e. interest rate used to calculate the attached Lease Payment Schedule): 4.80%
4. Outstanding Principal Component of Lease Payments as of Commencement Date: \$663,484.62
5. Lease Payment Schedule: See Lease Payment Schedule attached hereto.
6. The terms and conditions of the Equipment Lease Purchase Agreement described above are hereby incorporated into this Schedule by reference and made a part hereof.

Lessee: The School Board of the City of Newport News By: <input checked="" type="checkbox"/>  Date: <u>9/1/14</u> Title: Print name: <u>Lisa Cumming</u> Purchasing Supervisor II Attest:  Title: <u>Exec Sec</u>	Wells Fargo Financial Leasing, Inc. By: <input checked="" type="checkbox"/> _____
---	--

The School Board of the City of Newport News

EDP Code Quantity

HD125-KOD 1
HD125-KOD 1
HD150-KOD 1
MPCW2200SP-RIC 1
C651EX-RIC 1


EDP Code

PS-INSKODAK 1
PS-INSKODAK 1
PS-INSKODAK 1
PP-PPISFM2200 1
PP-TFCOLORSTD 1
9580212-BD 1
SC00346 1
PP-PPISFC751 1
45079367 3
45079359 1
PS-INSPWRPRESS 1
45055337 3
PS-PRDADVSRVCS 1
WCRD-100-PS1 1
WCRD-311-PS1 1
WCRD-201-PS1 1
WCRD-300-PS1 1
HW-228-PS1 1
WCRD-100-1-PS1 4
WCRD-311-1-PS1 4
WCRD-201-1-PS1 4
WCRD-300-1-PS1 4
HW-228-1-PS1 1
WCRD-100-9-PS1 1
WCRD-311-9-PS1 1
WCRD-201-9-PS1 1
100000003677-PS1 1
WCRD-300-9-PS1 1
42002WIN-PS1 1
42005WIN-PS1 4
44004-PS1 1
MX279H-DS 1
DLVINS 1
ASUS MX279H - LED MONITOR 27"
3RD-PARTY SHIPPING & HANDLING FEES
[OOD] PT FUSIONPRO DESKTOP WIN MAINTENANCE
[OOD] FUSIONPRO DESKTOP ADVANCE TRAINING
[OOD]RSA WEBCRD ENT AUTH MOD IMPL FEE
[OOD] PT FUSIONPRO DESKTOP WINDOWS
[OOD]RSA WEBCRD CENTRAL [][] PDF OFFICE IMPL FEE
YEAR 4&5

Equipment List -

[[OOD]]RSA WCRD BASE REMOTE INSTALL & TRAINING
IMPLEMENTATION FEE
[[OOD]]RSA WEBCRD ENT AUTHENTICATION MOD M1X5
SUPP
[OOD]RSA WEBCRD PRINT MIS
[OOD]RSA WEBCRD CTRL PDF OFF LIC 1X5 PREM
[OOD]RSA VIRTUAL SERVER IMAGE
[OOD]RSA WEBCRD BASE LIC M1X5
[OOD]RSA WEBCRD CENTRAL PDF OFFICE LIC
[OOD]RSA WEBCRD ENT AUTHENTICATION MOD LDAP
[OOD]RSA WEBCRD BASE LIC
[OOD]RSA WEBCRD PRINT MIS PACKAGE
[OOD] EFI NIC CARD PCI 10 /1000 MBPS DUAL PORT
ROHS
PS/DOC SVC/INSTALLATION PROD ADV SERVICES
[OOD] EFI POWERPRESS PLUS SERVER
RICOH PS/DOC SVC/INSTALL POWERPRESS INSTALL
PRODUCTION ISF PPSE TRAINING PROC651/751/EX
[OOD] EFI 150I CONNECT FOR IR SERIES
[](
KIT INCLUDE)
[OOD]CPBOURG INSTAL AND TRAINING
M2200 FAMILY ISF INSTALLATION
PRODUCTION ISF PPSE TOTALFLOW STD
PS/DOC SVC/INSTALLATION KODAK EX INSTALL
PS/DOC SVC/INSTALLATION KODAK EX INSTALL
Professional Services
PS/DOC SVC/INSTALLATION KODAK EX INSTALL
MPCW2200SP Configurable PTO Model
C651EX Configurable PTO Model
HD125-KOD Configurable PTO Model
HD150-KOD Configurable PTO Model
Equipment & Maint.
HD125-KOD Configurable PTO Model

LESSEE: The School Board of the City of Newport News

SIGNER: 

NAME: Lisa Cumming

TITLE: Purchasing Supervisor II

DATE: 9/1/2014

The School Board of the City of Newport News

Nominal Annual Rate: 4.800 %

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/01/2014	663,484.62	1		
2	Payment	10/01/2014	12,460.07	60	Monthly	09/01/2019

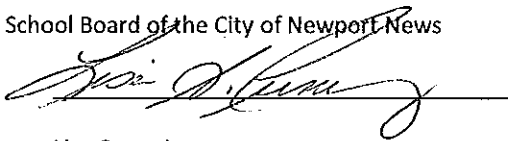
AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2014				663,484.62
1	10/01/2014	12,460.07	2,653.94	9,806.13	653,678.49
2	11/01/2014	12,460.07	2,614.71	9,845.36	643,833.13
3	12/01/2014	12,460.07	2,575.33	9,884.74	633,948.39
4	01/01/2015	12,460.07	2,535.79	9,924.28	624,024.11
5	02/01/2015	12,460.07	2,496.10	9,963.97	614,060.14
6	03/01/2015	12,460.07	2,456.24	10,003.83	604,056.31
7	04/01/2015	12,460.07	2,416.23	10,043.84	594,012.47
8	05/01/2015	12,460.07	2,376.05	10,084.02	583,928.45
9	06/01/2015	12,460.07	2,335.71	10,124.36	573,804.09
10	07/01/2015	12,460.07	2,295.22	10,164.85	563,639.24
11	08/01/2015	12,460.07	2,254.56	10,205.51	553,433.73
12	09/01/2015	12,460.07	2,213.73	10,246.34	543,187.39
13	10/01/2015	12,460.07	2,172.75	10,287.32	532,900.07
14	11/01/2015	12,460.07	2,131.60	10,328.47	522,571.60
15	12/01/2015	12,460.07	2,090.29	10,369.78	512,201.82
16	01/01/2016	12,460.07	2,048.81	10,411.26	501,790.56
17	02/01/2016	12,460.07	2,007.16	10,452.91	491,337.65
18	03/01/2016	12,460.07	1,965.35	10,494.72	480,842.93
19	04/01/2016	12,460.07	1,923.37	10,536.70	470,306.23
20	05/01/2016	12,460.07	1,881.22	10,578.85	459,727.38
21	06/01/2016	12,460.07	1,838.91	10,621.16	449,106.22
22	07/01/2016	12,460.07	1,796.42	10,663.65	438,442.57
23	08/01/2016	12,460.07	1,753.77	10,706.30	427,736.27
24	09/01/2016	12,460.07	1,710.95	10,749.12	416,987.15
25	10/01/2016	12,460.07	1,667.95	10,792.12	406,195.03
26	11/01/2016	12,460.07	1,624.78	10,835.29	395,359.74
27	12/01/2016	12,460.07	1,581.44	10,878.63	384,481.11

28	01/01/2017	12,460.07	1,537.92	10,922.15	373,558.96
29	02/01/2017	12,460.07	1,494.24	10,965.83	362,593.13
30	03/01/2017	12,460.07	1,450.37	11,009.70	351,583.43
31	04/01/2017	12,460.07	1,406.33	11,053.74	340,529.69
32	05/01/2017	12,460.07	1,362.12	11,097.95	329,431.74
33	06/01/2017	12,460.07	1,317.73	11,142.34	318,289.40
34	07/01/2017	12,460.07	1,273.16	11,186.91	307,102.49
35	08/01/2017	12,460.07	1,228.41	11,231.66	295,870.83
36	09/01/2017	12,460.07	1,183.48	11,276.59	284,594.24
37	10/01/2017	12,460.07	1,138.38	11,321.69	273,272.55
38	11/01/2017	12,460.07	1,093.09	11,366.98	261,905.57
39	12/01/2017	12,460.07	1,047.62	11,412.45	250,493.12
40	01/01/2018	12,460.07	1,001.97	11,458.10	239,035.02
41	02/01/2018	12,460.07	956.14	11,503.93	227,531.09
42	03/01/2018	12,460.07	910.12	11,549.95	215,981.14
43	04/01/2018	12,460.07	863.92	11,596.15	204,384.99
44	05/01/2018	12,460.07	817.54	11,642.53	192,742.46
45	06/01/2018	12,460.07	770.97	11,689.10	181,053.36
46	07/01/2018	12,460.07	724.21	11,735.86	169,317.50
47	08/01/2018	12,460.07	677.27	11,782.80	157,534.70
48	09/01/2018	12,460.07	630.14	11,829.93	145,704.77
49	10/01/2018	12,460.07	582.82	11,877.25	133,827.52
50	11/01/2018	12,460.07	535.31	11,924.76	121,902.76
51	12/01/2018	12,460.07	487.61	11,972.46	109,930.30
52	01/01/2019	12,460.07	439.72	12,020.35	97,909.95
53	02/01/2019	12,460.07	391.64	12,068.43	85,841.52
54	03/01/2019	12,460.07	343.37	12,116.70	73,724.82
55	04/01/2019	12,460.07	294.90	12,165.17	61,559.65
56	05/01/2019	12,460.07	246.24	12,213.83	49,345.82
57	06/01/2019	12,460.07	197.38	12,262.69	37,083.13
58	07/01/2019	12,460.07	148.33	12,311.74	24,771.39
59	08/01/2019	12,460.07	99.09	12,360.98	12,410.41
60	09/01/2019	12,460.07	49.66	12,410.41	0.00
Grand Totals		747,604.20	84,119.58	663,484.62	

LESSEE: The School Board of the City of Newport News

SIGNER:



NAME:

Lisa Cumming

TITLE:

Purchasing Supervisor II

DATE:

9/1/14



SLG Program Funding Checklist

- 8038-G must be dated 09/01/2014**
- Equipment Purchase Agreement**
- Exhibit A**
- Delivery & Acceptance**
- Lease Payment Schedule**
- Attorney Opinion Letter
- Proof of Insurance
-
-
-
-

Please have original signed documents sent overnight to address below to be received by 12pm CST on 09/01/2014.

If we do not have all original signed documents by 09/01/2014 and complete the verbal verification by 09/01/2014 then this transaction will have to be redocumented and resigned by the customer.

Items in bold require originals to be sent in at time of funding

Attorney Opinion Letter is required for funding through this program.

All items are required for funding

Wells Fargo Equipment Finance
800 Walnut St
Des Moines, IA 50309
Attn: MAC N0005-044

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority If Amended Return, check here

1 Issuer's name The School Board of the City of Newport News		2 Issuer's employer identification number (EIN) 54-1398784
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 12465 Warwick Blvd	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Newport News, VA 23606		7 Date of issue 09/01/2014
8 Name of issue EQUIPMENT LEASE-PURCHASE AGREEMENT		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Lisa Cumming, Purchasing Supervisor II		10b Telephone number of officer or other employee shown on 10a 757-597-2820 w 574-722-2011

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	663,484	62
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/01/2019	\$ 663,484.62	N/A	5 years	4.80 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►		years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►		years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►		
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)			

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

35		
36a		
37		
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)

36a		
37		

 - b Enter the final maturity date of the GIC ▶ _____
 - c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
----	--	--
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative	9/1/2014 Date	Lisa Cumming, Purchasing Supervisor II Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael J. Stayner				PO1776302
	Firm's name ▶ Wells Fargo Financial Leasing, Inc.	Firm's EIN ▶ 42-1074725		Firm's address ▶ 800 Walnut St. Des Moines, IA 50309	
	Firm's address ▶ 800 Walnut St. Des Moines, IA 50309		Phone no. 800-247-5083		

Statement of Work

Created for Newport News
Public Schools

WebCRD Implementation –
RSA Hosted

Phil Howard
May 13, 2014

RICOH
imagine. change.

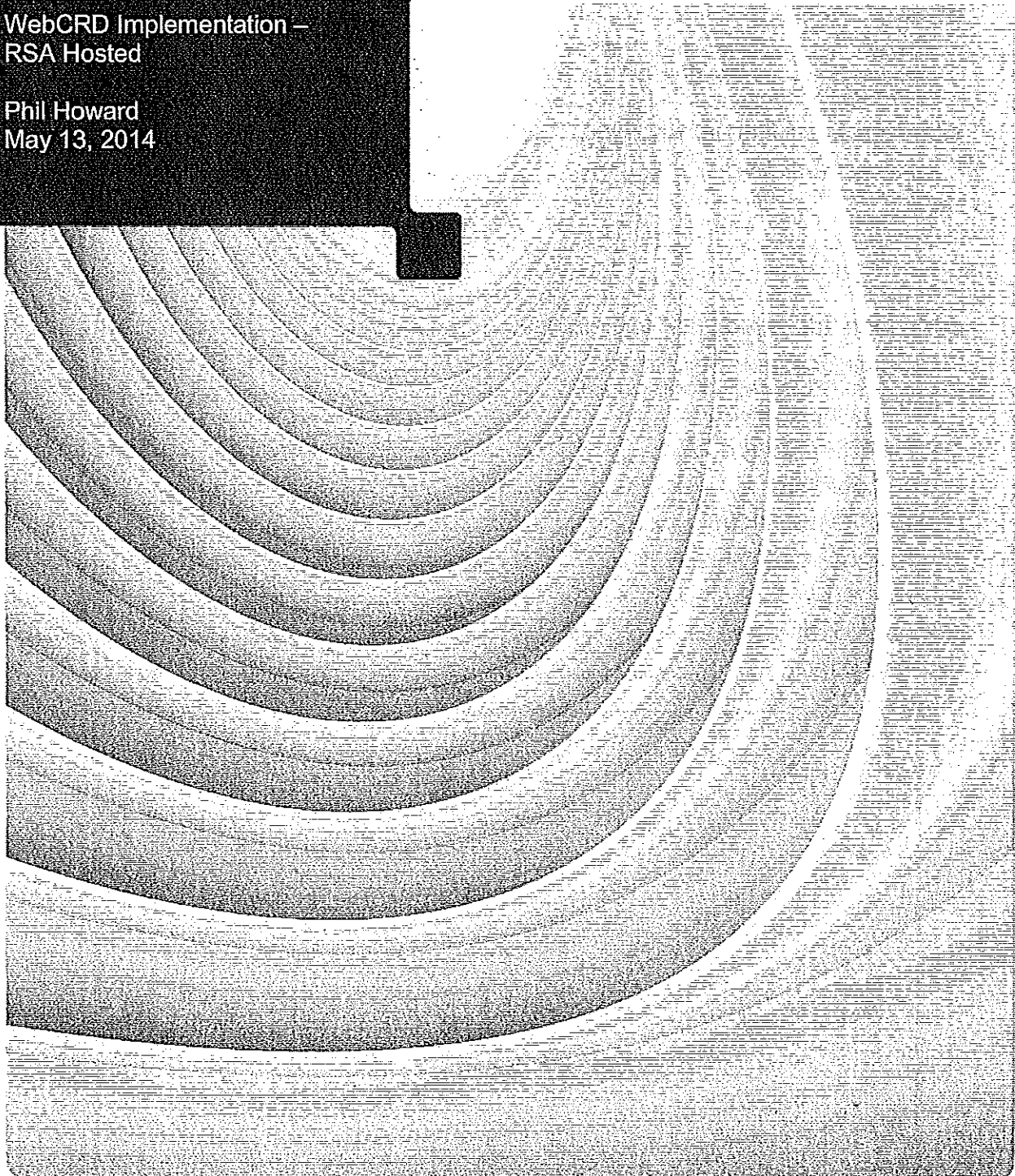


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