



ARLINGTON VIRGINIA

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER RENEWAL

TO: XEROX CORPORATION	DATE ISSUED:	<u>3/16/2023</u>
201 MERRITT 7	CURRENT REFERENCE NO:	<u>23-DES-R-554</u>
NORWALK, CONNECTICUT 06851	CONTRACT TITLE:	<u>INFORMATION TECHNOLOGY HARDWARE & MAINTENANCE</u>

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)

LEAD AGENCY CONTRACT NUMBER: VA-191121-XERX

EFFECTIVE DATE: 11/20/2023

EXPIRES: 11/20/2024

RENEWALS: 1 (ONE) ONE (1) YEAR RENEWAL REMAINING

LIVING WAGE: N

ATTACHMENTS:

VITA CONTRACT VA-191121-XERX IS HEREBY REPLACED WITH ATTACHMENT 1

VA-191121-XERX (CONTRACT)

VA-191121-XERX MOD. 1

VA-191121-XERX MOD. 2

VA-191121-XERX MOD. 3

VITA- RFP 2020-12

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: GERALD BRITT

EMAIL ADDRESS: GERALD.BRITT@XEROX.COM

COUNTY CONTACT: JEAN COATES (DES-PRINT)

COUNTY CONTACT EMAIL: JMCOATES@ARLINGTONVA.US

COUNTY TEL. NO.: (703) 228-3714



COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
SUPPLY CHAIN MANAGEMENT DIVISION
11751 MEADOWVILLE LANE
CHESTER, VIRGINIA 23836

Note: To the extent allowed by law, this public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment. VITA is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, and strengthening the Commonwealth's overall economic growth through the development of its IT suppliers.

REQUEST FOR PROPOSALS (RFP) 2020-12
for

Project Name: Printing Devices and Managed Print Services

Issue Date: 7/1/2019 Due Date/Time: 8/8/2019, 4:00 PM Eastern

Single Point of Contact ("SPOC"): Greg Searce

Ph. No: (804) 416-6166

E-mail Address: gregory.searce@vita.virginia.gov

Sourcing scope: Available to all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

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1. INTRODUCTION

A. RFP Objective and Project Overview

The purpose of this Request for Proposal (“**RFP**”) is to solicit proposals to provide Printing and Scanning Devices (and optional Managed Print Services) to the Commonwealth of Virginia (“**Commonwealth**”) and all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia (“**Code**”), and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

The Virginia Information Technologies Agency (“**VITA**”), on behalf of the Commonwealth, is seeking proposals that can result in the award of contracts which will offer a variety of printing devices for purchase, rental or lease, and related services. For the purposes of this RFP, “**Supplier**” means any entity who submits a proposal in response to this RFP. VITA is pursuing a statewide agreement(s) for this solution that can be utilized by all public bodies in the Commonwealth. It is VITA’s intention to make one or more awards by category and by manufacturer, or to make no awards.

Suppliers that are awarded contracts may also be awarded Managed Print Services (“**MPS**”), if proposed. When working with Authorized Users, Suppliers may not directly sell brand devices for which they did not win a contract to do so. However, under an MPS agreement, Suppliers may offer to provide devices from brands and categories that they did not win as long as title to the product does not pass to the Authorized User at any time during, or immediately after, the MPS agreement. In addition, buy-out options are not allowed for any equipment subsequent to a device rental.

VITA is seeking solutions that will include, but not be limited to, the following types and categories of devices:

- Printers,
- Multi-Function Devices (MFD - printer/copier/scanner),
- Large and Wide format printer devices,
- High-speed, high volume, production print,
- 3D printer devices,
- Garment printers
- Envelope printers
- Related services, including maintenance and support services, for all offered devices.

See the Market Basket spreadsheet file for a complete list of categories,

VITA is seeking devices that are both currently in production and being actively marketed by the original equipment manufacturer (“**OEM**”) and its authorized dealers on the date of order. Devices offered for purchase must be new and untitled.

VITA is seeking the continued availability of the following brands. VITA reserves the right, but not the obligation, to award contracts for these, and additional, brands.

- Canon
- HP
- KIP
- Konica Minolta
- Kyocera

- Lexmark
- Muratec
- Océ
- Ricoh
- Sharp
- Toshiba
- Xerox

Alliances among Suppliers are acceptable to meet the requirements of this procurement. However, VITA is interested in simplifying processes by having a single point of interface (prime contractor) wherever possible.

Section 5 sets forth the service/solution detailed requirements. VITA reserves the right to adjust the requirements or scope of this RFP. In the event that any modifications become necessary, an amendment to this RFP will be posted on the Commonwealth's procurement portal, eVA, at: <http://www.eva.virginia.gov>.

B. Innovation to Government

The Commonwealth encourages all Suppliers to bring innovative ideas and/or solutions to government—ideas that result in cost and operational efficiencies or improvements while enhancing the services that governments provide its citizens.

C. VITA Overview

VITA is the Commonwealth's consolidated, centralized information technology organization. Established by the General Assembly, VITA's responsibilities fall into three primary categories:

- i). Operation of the IT infrastructure, including all related personnel, for the executive branch agencies declared by the legislature to be "in-scope" to VITA;
- ii). Governance of IT investments in support of the duties and responsibilities of the Chief Information Officer of the Commonwealth;
- iii). Procurement of information technology for VITA and on behalf of other state agencies and institutions of higher education.

2. PROPOSAL ADMINISTRATION AND INSTRUCTIONS

A. Overview

This RFP was developed to provide all potential Suppliers with the information required to prepare proposals. This section outlines the administrative procedures and guidelines you must use and comply with when preparing a proposal. Nothing in this RFP constitutes an offer or an invitation to contract.

B. Virginia Public Procurement Act (VPPA)

This RFP is governed by the Virginia Public Procurement Act (“VPPA”), Code § 2.2-4300 *et seq.*, and other applicable laws.

C. Anti-Discrimination- § 2.2-4343(1)(E), § 2.2-4310 and § 2.2-4311

By submitting its proposal, a Supplier certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975, as amended; and, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the VPPA.

D. Ethics in Public Contracting - § 2.2-4367 *et seq.*

By submitting its proposal, a Supplier certifies that its proposal is made without collusion or fraud; that the Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with its proposal; and that the Supplier has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. In addition, a Supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VITA if it becomes aware of a potential conflict of interest in the future.

E. Announcement of Award - § 2.2-4300 *et seq.*

If a contract is awarded or announced as a result of this RFP, the purchasing agency will post notice of the award decision on the DGS/DPS eVA web site (<http://www.eva.virginia.gov>) for a minimum of 10 days. No award decision will be provided verbally. Any final contract, including pricing, awarded as a result of this RFP will be made available for public inspection.

F. Authorized to Transact Business in the Commonwealth - § 2.2-4311.2

All Suppliers organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership must be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code, or as otherwise required by law. In its proposal, Supplier must include either (i) Supplier’s identification number issued to it by the State Corporation Commission; or (ii) a statement explaining why Supplier is not required to be registered. No award can be made to any Supplier without this information unless this requirement is waived. Appendix D of this solicitation includes a space for Supplier to provide the information required in (i) or (ii) of this subsection. If a Supplier anticipates the use of additional resources through a partnership or subcontracting relationship with other entities, the requirements of this Section 2.F will also apply to any entities that are engaged as partners or subcontractors of Supplier providing services directly to the Commonwealth upon award of a contract.

G. Prohibited Products and Services - § 2.2-5514

No Supplier may include as part of its proposal, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal systems by the U.S. Department of Homeland Security.

H. Prohibited Contributions and Gifts - § 2.2-4376.1

No Supplier that submits a proposal in response to this solicitation, and no individual who is an officer or director of the Supplier shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Secretary of Administration during the period between the submission of the proposal and the award of any resulting contract award with an expected value of \$5 million or more dollars.

I. Liability

The issuance of this RFP and the receipt of information in response to this RFP will not cause VITA to incur any liability or obligation, financial or otherwise, to any Supplier. VITA assumes no obligation to reimburse or in any way compensate a Supplier for expenses incurred in connection with its proposal.

J. Nondisclosure

All proposal information submitted by a Supplier will be treated as confidential prior to contract award and will not be disclosed except as required by law or by court order.

K. Alternative Dispute Resolution (ADR)

VITA's Alternative Dispute Resolution ("ADR") process serves as its Administrative Appeals Procedure meeting the requirements of Code § 2.2-4365. More information regarding the ADR process can be found on the VITA website: <https://www.vita.virginia.gov/supply-chain/>. By responding to this RFP, Supplier agrees to submit any appeal of a protest denial to VITA's ADR process.

L. Proprietary Information

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the fitness of the solution(s) proposed. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to the RFP shall rest exclusively with VITA and shall be subject to public inspection in accordance with the § 2.2-4342 of the VPPA and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a Supplier in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the Code shall not be subject to the Virginia Freedom of Information Act (Code § 2.2- 3700 *et seq.*) if a Supplier:

- i). invokes the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifies specifically the data or other materials to be protected, and
- iii). states the reasons why protection is necessary.

Please note that you may not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

You should provide as a separate appendix to your proposal a list of all pages in the proposal that contain proprietary information and the reason you deem the information proprietary. The classification of an entire proposal as proprietary or trade secret is not acceptable and will not be honored by VITA or the Commonwealth.

M. Proposal Protocol

In order to be considered for selection, you must submit a complete response to this RFP no later than 2:00 PM local time on the date specified in the Timetable set forth in this section.

Original hardcopy proposals should be bound with tabs delineating each section. Electronic copies should be submitted on a USB flash drive, with labels. VITA requires that all Suppliers submit their proposals as follows:

1. One (1) complete original hardcopy, bound or contained in a single volume where practical, with permission to make copies;
2. One (1) USB flash drive No. 1
3. One (1) copy of USB flash drive No. 2, as specified in Section 3 of this RFP.
4. One (1) copy of USB flash drive No. 3 with redactions, if necessary, consistent with the requirements of RFP, Section 2, subsection K, Proprietary Information.

Proposals should be submitted to the following location:

To: Virginia Information Technologies Agency (VITA)
ATTN: Gregory Searce
Supply Chain Management (SCM)
11751 Meadowville Lane
Chester, VA 23836

All proposal materials must be provided in either Microsoft Word or Excel, as specified.

A proposal submitted for consideration should be clearly marked on the outside cover of all envelopes, USB Flash drives, boxes or packages with the following:

Name of Supplier
Street Address or P.O. Box Number
City, State, Zip Code
RFP 2020-12

The proposal must be signed by an authorized representative of the Supplier.

Proposals should be prepared and organized as indicated in Section 3, "Proposal Format", providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

You should be prepared to incorporate all statements made in your proposal in response to Sections 5, 6, 7, 8 and 9 into the final contract in the event that you are awarded the contract.

N. Single Point of Contact

Submit all inquiries concerning this RFP in writing by email, subject: "Questions on RFP # 2020-12 to:

SPOC: Greg Searce
Email: gregory.searce@vita.virginia.gov

VITA cannot guarantee a response to questions received less than five (5) days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, **Suppliers are to limit all contact**, whether verbal or written, pertaining to this RFP to the designated SPOC for the duration of this proposal process.

O. Pre-Proposal Teleconference

There will be a pre-proposal teleconference held on the date specified in Table 1 in this Section. The pre-proposal conference is open to all interested Suppliers, and you are encouraged to attend. There will be no opportunity for a private or individual tour or presentation. Suppliers are encouraged to submit pre-proposal questions in writing at least 3

business days prior to the pre-proposal teleconference. These questions will be answered as part of the pre-proposal conference.

To participate in the pre-proposal teleconference, register with Greg Searce at gregory.searce@vita.virginia.gov by sending an email stating your firm's name and your participating representative(s). You will receive a teleconference number for the call. It is strongly recommended that you register with Greg Searce not later than 4:00 pm local time on the day prior to the teleconference to ensure that Supplier receives a teleconference number.

P. Evaluation Process

VITA will review each proposal received by the due date and time to determine whether it meets the Must Have factors of this RFP. All Must Have factors are evaluated on a met-or-not-met basis. Any proposal that does not meet all of the Must Have factors will be set aside and receive no further consideration.

The proposals that meet all the Must Have criteria will be distributed to the evaluation team who will assess and score each Supplier's response to Sections 5-7 and 9 of this RFP based on a review of the submitted materials.

VITA may elect to continue the evaluation of the most qualified proposal (s) and may request that Suppliers clarify or explain certain aspects of their proposals.

A numerical scoring system will be used in evaluation of proposals. The point values assigned to each of the evaluation criteria shall be posted in eVA prior to the due date and time for receiving proposals.

At any point in the evaluation process VITA may employ any or all of the following means of evaluation:

- Reviewing industry research
- Supplier presentations
- Site visits
- Supplier's status as a small business or micro business, including small or micro businesses that are owned by minorities, women, or disabled veterans, and certified by the Department of Small Business and Supplier Diversity ("DSBSD")
- Supplier's planned amount of spend with certified SWaM or micro business (as defined in Section 7 below) subcontractors, and Non-SWaM businesses.
- Contacting Supplier's references
- Review of Supplier's ability and willingness to comply with the commonwealth's security and data privacy policies, standards, guidelines and related contract terms as specified in the RFP
- Product demonstrations/pilot tests/detailed demonstrations
- Review of pricing
- Contacting Supplier's customers
- Interviewing key personnel
- Requesting Suppliers elaborate on or clarify specific portions of their proposal, including, as applicable, any responses to the RFP's security requirements

VITA may limit all of the above to the most qualified proposals. No Supplier is guaranteed an opportunity to explain, supplement or amend its initial proposal. Each Supplier is encouraged to ensure that its initial proposal contains and represents its best offering. **You should submit your best proposal and not assume there will be an opportunity to negotiate, amend or clarify any aspect of your initial submitted proposal.**

Each Supplier should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of VITA's choice, should VITA so request.

VITA will select for negotiation those proposals deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Suppliers. After negotiations, VITA may select the proposal(s) that, in its opinion, is the best proposal(s) representing best value and may award a contract to that Supplier(s). For purposes of this RFP, VITA will determine best value based on the value relative to the cost of the Service/Solution, giving consideration to the project's budget objectives. If this is a cloud-based procurement (i.e., off-premise hosting), following VITA's selection of the best proposal(s) representing best value to the commonwealth, Supplier's failure to successfully answer, negotiate, and/or comply with any resulting security exceptions that may arise in order to approve Supplier's cloud application, may result in removal from further consideration. Refer to Appendix F of the RFP.

If any Supplier fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, VITA may terminate negotiations with that Supplier at any time.

VITA reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, VITA reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the Commonwealth.

VITA SHALL NOT BE CONTRACTUALLY BOUND TO ANY SUPPLIER PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.

Q. Evaluation Factors

The evaluation factors involved in this RFP are as follows:

- i. Must Have (M) factors identified in the table below:

No.	Must Have (M) Factors
1.	(M) Proposal must be received by the due date and time. No late proposals will be reviewed.
2.	(M) Suppliers who respond with a proposal that are not OEM manufacturers must include documentation that authorizes supplier to service, sell, rent and lease the OEM manufactures' products.

- ii. Supplier's viability and past performance (see Section 6 Supplier Profile). This will include Supplier's diligence and thoroughness in following and completing the requirements of this solicitation.
- iii. Supplier's status as a DSBSD-certified small business or micro business, including small businesses or micro businesses that are owned by minorities or women, and Supplier's proposed Supplier Procurement and Subcontracting Plan (see Section 7).
- iv. Cost, which may include submitted price, negotiated price, discounted price, total cost of ownership, etc.

R. Procurement Website

The Commonwealth's procurement portal, <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

S. Timetable

Table 1

Activity	Target Completion Date
----------	------------------------

RFP posted to eVA	7/1/2019
Register for pre-proposal teleconference due to VITA	7/9/2019 4:00 PM (Eastern)
Supplier pre-proposal teleconference	7/10/2019 10:00 AM (Eastern)
Deadline for all questions	8/2/2019 12:00:00 AM (Eastern)
Proposals due	8/8/2019 4 PM (Eastern)
Presentations and site visits (should VITA elect)	TBD
Contract(s) awarded	TBD

The timetable above is provided for planning purposes only.

T. eVA Registration Required

By the date of award, the selected Supplier(s) is required to be registered and able to accept orders through eVA. To register with eVA, select the "Vendor" tab at the eVA website, <http://www.eva.virginia.gov>, for registration instructions and assistance.

U. Excluded Parties List

A Supplier will not be awarded a contract if it, or any of its affiliates or subcontractors, is an excluded entity on the federal government's System for Award Management ("**SAM**") at <https://www.vita.virginia.gov/supply-chain/scm-policies-forms/#sam>, or the Commonwealth's Debarment List as provided by Code § 2.2-4321 at the time of award.

3. PROPOSAL FORMAT

All Suppliers must adhere to the specific format set forth in Table 2 below in order to aid the evaluation team in its efforts to evaluate all proposals fairly and equitably. Proposals that deviate from the requested format will require additional time for review and evaluation. VITA may reject any proposal that is not in the required format, or does not address all the requirements of this RFP.

Proposals should be written specifically to answer this RFP. General “sales” material should not be used within the body of the proposal and any additional terms or conditions on the “sales” material will be considered invalid. If desired, you may attach its “sales” material in a separate appendix to your response.

It is essential that your proposal be thorough and concise. You should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

In order to facilitate VITA’s review of the submitted proposals, you must provide the requested information in the following format: YOU MUST PLACE YOUR NAME, not “VITA”, IN EACH FILE NAME (e.g., ABC Corp No Name Transmittal.doc). Quantities of each USB FLASH DRIVE are specified in Section 2, Proposal Protocol. VITA will not separate a proposal into the requisite RPSDs.

A. Supplier’s Proposal Format

Table 2

USB FLASH DRIVE No.	Section Title	Contents/Deliverables (Each a separate file)
1.	Transmittal	A signed cover letter, identifying the individuals authorized to negotiate on behalf of the Supplier and their contact information. A copy of a completed eVA registration confirmation.
1.	Executive Summary	Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s). Requested limitation: 2 pages.
1.	Detailed Description of Proposed Solution(s)	Supplier’s response by item in the tables set forth in Section 5, clearly identifying and detailing the proposed solution, and any processes, methodologies, and resources required by the Solution type defined in Section 5. Requested limitation: 40 pages.
1.	Supplier Profile	Pursuant to Section 6.
1.	Supplier Procurement and Subcontracting Plan	Pursuant to Section 7 and Appendix B.
1.	Contract and Appendix A	Any comments or edits regarding VITA’s proposed contractual terms and conditions pursuant to Section 9, provided and submitted in redline format in the contract document along with the completed table from <u>Appendix E</u> setting forth your reasons for the requested changes to each clause individually. Should include <u>Appendix A – Service Level Agreement(s) (“SLA”)</u> .

USB FLASH DRIVE No.	Section Title	Contents/Deliverables (Each a separate file)
1.	Appendices	Should include any required appendices, including Appendix D the completed State Corporation Commission form. Any Supplier may wish to submit additional, optional information, not including pricing data.
2.	Pricing	Detailed pricing as specified in Section 8 and Exhibit C, Market Basket, submitted in a separate envelope, including both a hard copy file and USB FLASH DRIVE. Do not include any pricing data in any other section of your proposal.
3.	Redaction	Fully redacted proposal.

By submitting a proposal, you certify that all information provided in response to this RFP is true and accurate.

4. PRESENT SITUATION

This section presents background information on the potential users of print devices and managed print services. It is not intended to set forth requirements.

VITA currently has contracts with eight suppliers to provide print devices and managed print services. Sales volume through those contracts was approximately \$114M (inclusive of Executive Branch spend) over 5 years. VITA has recently awarded an infrastructure services contract for managed print services. Executive branch agencies declared by the legislature to be in scope to VITA's operation of the IT infrastructure will be required to use the infrastructure services contract, unless a waiver is granted. Therefore, Authorized Users of this contract will be non-executive branch agencies, local governments, K-12, higher education and state universities and other public bodies as defined in §2.2-4301 of the Code of Virginia, except where a waiver has been granted, as noted above.

5. FUNCTIONAL AND TECHNICAL REQUIREMENTS

See Appendix F Requirements

6. SUPPLIER PROFILE

A. Supplier Proposal Compliance

Before submitting your proposal, you should verify that: (i) your proposal is accurate and complete; (ii) your proposal is prepared in accordance with the solicitation requirements, including providing all information, content, responses and appendices requested and, (iii) all required communication, format and submission instructions are followed.

B. Supplier Corporate Overview

1. Business

State your firm's core business, background, and experience in the relevant market, (not to exceed 3 pages).

2. Corporate Identity

Please provide the identity of any parent entity, including address, phone and fax numbers, FEIN or tax ID No., company web site and contact email. Provide the identity of any of your subsidiaries, as applicable (not to exceed 3 pages).

3. Organization and Structure

Please provide an overview of your firm's organizational operating structure and describe the operational and functional relationships of the business units within your organization, as they relate to your proposal and VITA's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.

Indicate whether your firm expects to provide the solution with existing resources or plans to secure additional resources by partnering or subcontracting. If applicable, identify the additional resources required to provide the solution included in the proposal and the timetable for obtaining such resources. If your firm expects to utilize a partnership or subcontracting relationship, any such partner or subcontractor shall comply with the requirements of Section 2.F above.

4. Locations

Please describe the geographical locations of your firm at the national, regional, and local levels, as applicable. Identify all locations that will be used to support any contract resulting from this RFP and the operations handled from these locations. Clearly identify any overseas locations that may be used to support the resultant contract or any related data transactions.

5. Strategic Relationships

Please identify any and all strategic relationships with other related Suppliers you have or anticipate having. State all subcontractors expected to be employed and outsourced in implementing the proposed solution. VITA reserves the right to request that Supplier provide all the information described in this section for any and all major subcontractors proposed by Supplier.

6. ISO 900X Certification

Please indicate if your firm is ISO certified. Yes or no is sufficient. If "yes", identify the area(s) certified (e.g., services, manufacturing).

C. Financial Information

7. Total Annual Revenue

Please state your total annual revenue and indicate the revenues associated with the provision of the solution relevant to your proposal.

8. Dun and Bradstreet Credit Report

Include your firm’s current full D&B Business Report, if D&B issues reports on Supplier.

9. Annual Reports

Please provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three years. (Any Supplier that has been in business for a shorter period of time is requested to submit any available certified, audited annual financial statements.) VITA may request copies of or access to current and historic annual reports. VITA reserves the right to access a Supplier’s publicly available financial information and to consider such information in its evaluation of such Supplier’s proposal.

10. Research and Development

State the percentage of your firm’s total revenue invested in Research and Development, as appropriate.

D. Future, Long Term Vision and Strategic Plans

Provide information on your firm’s future, long-term vision, and strategic plans as they relate to the direction of the proposed solution and describe a clear vision of how your firm plans to support emerging technologies and industry standards.

E. Supplier Experience Level and Customer References

You should have a demonstrable, proven record of providing solutions similar to those defined in Section 5 to customers of similar scope and complexity. Please provide three customer references, with contact names, email addresses, phone numbers, solution descriptions, and dates implemented that VITA may use as a reference check in evaluating your proposal. VITA will make such reasonable investigations as deemed proper and necessary to determine the ability of a Supplier to perform a resultant contract. These may include, but may not be limited to, reference checks and interviews. The references should be from organizations where Supplier is providing or has provided solutions that are similar in type and scope to those identified in Section 5.

1. Supplier Reference #1: Reference’s Organization Name _____

Reference’s Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference’s Contract No.
Reference’s Project Manager Name (if applicable)	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference’s Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

2. Supplier Reference #2: Reference's Organization Name _____

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name (if applicable)	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

3. Supplier Reference #3: Reference's Organization Name _____

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name (if applicable)	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

F. References for Managed Print Services

Suppliers responding to the Managed Print Services section should include at least three current references where a Managed Print Service solution is currently implemented.

Organization	Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number
Organization	Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number
Organization	Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number

G. Performance Standards Methodology

Please describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.

Indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Please include any relevant publication ratings or articles.

H. Security Risk Management Overview

Please provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Provide details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using communications and feedback for continuous improvement within your organization.

I. Disaster Recovery/Security Plan

Describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide VITA with the proposed solution. Provide a detailed plan of your firm's security infrastructure including, facility and information technology security.

J. Service and Support Management

11. Post Implementation and Account Management Plan

1. Provide a detailed description of the approach that your firm would recommend in order to achieve maximum service levels within a minimal amount of time following service implementation.

12. Account Management Plan

Provide a detailed description of the approach that your firm would take in order to manage the business and performance aspects of a rewarded contract.

13. Project Team

1. Provide the resumes of all key members of the project team, including, if applicable, the Account Manager, Contract Administrator, Project Managers, and Regional Vice President(s) responsible for the accounts of VITA and all other public bodies as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012 and for private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. If an onsite or dedicated presence is part of your proposed solution, please forward the resumes of the top three candidates potentially available to lead your onsite efforts.

2. Describe the level of access the proposed project team members have within your organization and the authority they have to commit resources to meet unexpected surges in activity and/or to respond to service issues.

3. Provide the time frame for the availability of project team members and the percentage of time these individuals are expected to be assigned to the VITA account. VITA may require a Supplier to involve VITA in the selection and rotation of any key account team members assigned to VITA.

7. SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN

It is the policy of the Commonwealth to contribute to the establishment, preservation, and strengthening of small businesses and micro businesses, including those small or micro businesses owned by women, minorities, or service-disabled veterans; and to encourage their participation in Commonwealth procurement activities. Further, VITA is committed to enable a minimum of three percent (3%) participation by small businesses owned service disabled veteran businesses, as defined in Code §§ 2.2-2001 and 2.2-4310, when contracting for information technology goods and services. The Commonwealth encourages all Suppliers to provide for the participation of these small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Any business that is a small business, a small woman-owned business, a small minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1604, or a certified micro business as defined in Executive Order Number 20 (2014), is a “SWaM” business. If your firm is a SWaM business, you should include a copy of all Virginia SWaM certifications with its proposal. No Supplier will be considered a SWaM business unless certified by the DSBSD. For information, go to: <http://www.sbsd.virginia.gov/>.

Please provide a Supplier Procurement and Subcontracting Plan as set forth in Appendix B. In the submitted Supplier Procurement and Subcontracting Plan, please state the amount of the overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract. Please also include in your plan a list of all subcontractors you plan to utilize who are Non-SWaM businesses. If Supplier does not plan to use small business subcontractors in executing a contract resulting from this RFP, so state.

Describe in detail information on all mentor-protégé programs and participation that your firm is involved with.

8. PRICING INFORMATION

VITA requests that each Supplier provide detailed discounts from catalog Index Price for each of the pricing methods set forth. Index Pricing must be comprehensive. URL(s) for the entire catalog offering of products and/or services is needed. Submit all index pricing data in the Excel pricing schedules provided in Appendix C, on a USB flash drive. Formats altered in ways other than pursuant to the instructions or blank data will be considered incomplete and the proposal may be eliminated from further consideration.

Proposal must include all charges of any kind associated with the solution. Pricing must include the Industrial Funding Adjustment (“IFA”) (see Section 9 of this RFP) and eVA fees. All Product(s) are to be delivered F.O.B. destination. VITA will not be liable for any fees or charges for the solution that are not set forth in the Excel Pricing Submittal. Any attempt to add these fees to submitted pricing will not be considered.

Supplier must be willing and able to successfully provide the Service/Solution proposed for the prices given.

The pricing information supplied with the proposal must be valid for at least 150 calendar days from the submission date. If you wish to reserve the option to withdraw the pricing during that period, you must state so clearly in your proposal.

All one-time and recurring costs and any underlying assumptions on your proposal must be clearly, conspicuously and fully disclosed. The intent of the pricing matrix provided is to implement an acquisition process that is flexible and that supports VITA’s delivery requirements on an individual order basis.

You must disclose pricing assumptions where possible. For example, if unit price is based on a certain volume, that assumption should be indicated. You must clearly identify any discount targets/ranges available. Aggregate discounts for the entire Commonwealth are requested.

In the Excel document ([Exhibit C](#)), VITA has proposed multiple tabs representing multiple types of printer categories that suppliers can choose to respond to. Suppliers are not required to propose items in all categories but only the categories for which they wish to be considered for an award in.

Suppliers representing more than one manufacturer will have to fill out a separate Exhibit C for each manufacturer that they wish to be considered for an award.

In each of the categories, suppliers must populate each segment with a device that meets or exceeds the requirements that are listed in the same tab to be considered for an award. If a supplier does not populate all the required items in each segment, that category will be removed from consideration for the supplier. When filling out the segments, suppliers will notice that some of the categories have cells highlighted in yellow and other cells highlighted in blue. The yellow cells must be populated with the required data and suppliers have the option to populate the blue highlighted cells.

Please note that when supplying “Percentage Off List Price”, “Yearly Maintenance”, “Yearly Maintenance (Does not include ink)”, “Yearly Maintenance (Does not include toner)”, “Factor for 12 month Rental”, “Factor for 36 month Rental”, “Factor for 48 Month Rental”, “Factor for 60 Month Rental”, “Overage Cost Per Click if Monthly Volume Exceeded”, “Cost Per Click on Color Copies” and “Cost for User to Retain Hard Drive” that these items are fixed for the term of the contract and any additional units that are placed in these segments are subject to these amounts. Please note that when additional units are added to these segments, those units must meet the minimum requirements for that specific segment. Also, any additional units added must be from the same manufacturer that you were awarded. Note that for “MB-High Speed” tab in Exhibit C Pricing”, the supplier is not locked into “Percentage Off List Price” or “Yearly Maintenance” for all devices that are added during the contract term since those devices vary so greatly. The supplier should also list other high speed devices both B/W and Color that meet or exceed requirements in the tab labeled “High Speed Additional Items”. Since Yearly Maintenance has multiple variables, Authorized User and Supplier will negotiate that cost.

When working in categories where leasing is as an option (Large Format, Large Graphics Arts, Large Photo Quality, Large BW Toner Based, Large BW MFP Toner Medium, Large BW MFP Toner High, Wide Color MFP Ink Low, Wide Color MFP Ink Mid, Wide Color MFP Ink High, High End Color Ink, Large Format BW Toner Tech CAD, High Speed), suppliers may propose a fixed spread rate (in decimal format). If no fixed spread rate is proposed, suppliers will not be able to offer leasing if awarded a contract in that category. The supplier will only be able to offer purchasing if awarded the category.

Once awarded a contract for a category where leasing is an option and a fixed spread rate has been provided, suppliers will need to visit <http://www.interestrateswaptoday.com/swap-rates.html> to obtain the current Interest Rate Swap. The Interest Rate Swap rate will be the rate of the last business day for the months of March, June, September and December. Suppliers are to use the published Interest Rate Swap from the month (March, June, September, and December) that is nearest to the date when the Authorized User enters into a leasing agreement. Suppliers will need to fill in their Fixed Spread Rate (in decimal format) for each monthly term they wish to offer to all Public Bodies (highlighted in blue). The Fixed Spread Rate amount entered will be added to current Interest Rate Swap rate when leasing arrangements are made. Once leasing agreements are established with Authorized Users, the Interest Rate Swap will remain constant during the term of the lease agreement. The Fixed Spread rate will be fixed during the contract period but the Interest Rate Swap can be adjusted quarterly. For Fixed Spread Rate cells that are left blank, VITA will interpret that the Supplier is not offering leasing for that specific term.

In Exhibit C, VITA has added a tab labeled "Optional Items" where suppliers can add services that go along with printing devices such as yearly maintenance services, specific software, document workflow solutions, secure print release, etc. VITA will review those items and during negotiations, VITA reserves the right to reject items that are not in line with the procurement.

9. VITA STANDARD AGREEMENT

Any resulting agreement will be defined by a written contract, which shall be binding only when fully executed by both parties. A copy of VITA’s standard solution contract is provided as part of this RFP as a separate MS Word document titled, "Information Technology Hardware and Maintenance with Lease-Rental Options Contract".

In the event that Supplier is a software reseller, VITA will consider the software publisher’s license agreement language if the software publisher requires an End User License Agreement (“**EULA**”). In such case, Suppliers are advised that VITA will require Supplier to obtain VITA’s License Agreement Addendum to the EULA to address terms and conditions in that EULA that VITA, as a government entity, by law or by policy, cannot agree.

If a Supplier’s proposed solution requires VITA to execute an EULA, Supplier shall contact the SPOC, who will provide Supplier with VITA’s “License Agreement Addendum” terms.

The final terms and conditions of the contract shall be agreed upon during negotiations; however, VITA’s business requirements are embodied in its standard agreements and Supplier is to give them the same careful review and consideration as the other requirements set forth in this RFP.

You must complete and submit a copy of the “VITA Hardware and Maintenance with Lease-Rental Options Contract” with all changes indicated in redline format for VITA’s review and evaluation along with your proposal, as well as a completed table in the format provided in Appendix E, “RFP Section 9.0 - Supplier Exceptions to VITA Contract Template” setting forth your rationale and reasons for each of the proposed modifications. Only exceptions or recommended language revisions submitted with your proposal will be considered during negotiations. Please note, exceptions or recommended language revisions to the liability provisions of the contract will not be considered at this time. If your firm is selected to go forward into negotiations, you will be required to state any exceptions to any liability provisions contained in the Request for Proposal and the VITA Contract Template at that time via email to the designated VITA SPOC.

All Suppliers are encouraged to utilize the SPOC to address any questions you may have regarding any part of the VITA Contract.

Include the completed table below in your response to this RFP.

Issue:	Supplier's response (Y & N)
Do you agree that the contents of your response to Sections 5, 7 and 8 will become part of any contract that may be entered into as a result of this RFP?	
Will you agree to begin measuring the service level (Appendix A) within 60 days of the start of the implementation of the solution?	
The contract will include performance standards, measurement criteria and significant corresponding financial remedies. Do you agree to include the Service Levels and remedies for non-compliance as defined in Appendix A in the final contract?	
Do you agree to include mutually agreed upon cost reduction initiatives, which will be periodically updated during the term of the contract?	
Do you agree that all provisions of the VITA Contract NOT addressed by you in the Appendix E table are acceptable?	
Do you acknowledge that you will submit a	

<p>Supplier Procurement and Subcontracting Plan stating whether or not and how you will be utilizing small businesses in your proposal? See Section 7.</p>	
<p>Supplier acknowledges that no federal funds may be used to obtain any Service/Solution under a contract awarded, pursuant to this RFP, to any Supplier who appears on any excluded lists on the federal government's System for Award Management ("SAM") at https://www.vita.virginia.gov/supply-chain/scm-policies-forms/#sam.</p>	
<p>If Supplier proposes a solution that will require the Commonwealth to execute a EULA, either as a signed agreement or as "clickwrap", with a software manufacturer, Supplier shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of VITA's "License Agreement Addendum" attached as <u>Exhibit F</u> and provide a copy of each such consent with its proposal.</p>	
<p>Do you affirm that your response meets all of the Mandatory requirements listed in section 2.Q?</p>	
<p>Do you affirm that your organization is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete Appendix D and submit with its proposal.</p>	
<p>Do you affirm that any anticipated partner or subcontractor that will provide Services/Solutions directly to the Commonwealth is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete and additional Appendix D for all anticipated partners or subcontractors and submit with its proposal.</p>	
<p>Do you affirm that your organization and all affiliates are current with all sales tax obligations to the Commonwealth as of the due date of the proposals in response to this RFP?</p>	
<p>Do you agree to accept the VITA "Mandatory Contract Terms" consisting of the:</p> <ul style="list-style-type: none"> • "Core Contractual Terms"; • "Required eVA Terms and Conditions"; and • "Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)"? <p>The provisions of each are set forth at the</p>	

following URL: https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/	
Do you agree to comply with the Supplier's Monthly Report of Sales and Industrial Funding Adjustment requirements (see details in standard contract included as an Attachment to the RFP)?	

Appendix A – Service Level Agreements (SLAs)

The items included in the table are examples, which you should consider including in your proposal. Please amend or delete these and replace with your own SLAs; and provide additional SLAs that will ensure a high level of device performance and customer satisfaction. If SLAs are only applicable to a specific device category, provide a note on the table.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Remedy
Response Time	Percentage of service requests that supplier responds to within 4 hours. Measurement is taken at the Authorized User environment level.	Monthly	95%	\$1000/1%
Resolution Time	Percentage of service requests supplier resolves (or an acceptable workaround is put in place) within 12 business hours of the Authorized User's request for services. Measurement is taken at the Authorized User environment level.	Monthly	95%	\$1000/1%
Device Up Time	Percentage of time all of the Supplier provided devices in the Authorized User's environment are operational. Measurement is taken at the Authorized User environment level.	Quarterly	95%	\$1000/1%
Device Delivery Time	Percentage of devices that are delivered within 30 calendar days of receipt of the order or as agreed to by the Authorized User. Measurement is taken at the Authorized User environment level.	Quarterly	90%	\$100/5%
Supplies Fulfillment	Percentage of requests for supplies that are successfully filled within 5 business days.	Monthly	95%	\$200/1%

	Measurement is taken at the Authorized User environment level.			
Report Deliver Time	Percentage of reports that are submitted to authorized users on time. Measurement is taken at the Authorized User environment level.	Annually	95%	\$500/1%
Device Disposal Time	Percentage of devices that are properly disposed of/removed from the environment within 10 business days. Measurement is taken at the Authorized User environment level.	Quarterly	90%	\$100/5%
Invoice Accuracy	Percentage of invoices that are submitted to authorized users for payment that do not contain errors. Measurement is taken at the Authorized User environment level.	Quarterly	98%	\$500/1%
Customer Satisfaction Rate	Percentage of customer satisfaction surveys where customer indicates an overall rating of "satisfied" or greater. Measurement is taken at the Authorized User environment level.	Annually	90%	\$100/1%

Appendix B - Supplier Procurement and Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (“DSBSD”) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at <http://www.sbsd.virginia.gov/>.

Supplier Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A.** If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This shall include DSBSD-certified women, minority, or service-disabled veteran-owned businesses when they have received DSBSD small business certification.
- B.** If you are not a DSBSD-certified small business, complete Section B of this form.

Section A

If your firm is certified by the DSBSD, are you certified as a (**check all that apply**):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business
- _____ Small Service Disabled Veteran-owned Business
- _____ Micro Business
- _____ Micro Business and Women-owned Business
- _____ Micro Business and Minority-owned Business
- _____ Micro Service Disabled Veteran-owned Business

Certification Number: _____

Certification Approval Date: _____

Certification Expiration Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified SWaM businesses and Non-SWaM businesses directly performing the Requirements of this contract. This shall not exclude DSBSD-certified micro businesses or women, minority, or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Include as well businesses that ARE NOT SWaM businesses that will be utilized in directly performing the Requirements of this contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business Name & Address DSBSD Certificate # (Leave certificate number blank if Non-SWaM)	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D), Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
SWaM Overall Commitment Percentage			
<p>Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract:</p> <p>Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.</p>			

Appendix C – Pricing

Exhibit C – Pricing is included as a separate XL file

Appendix D – State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information. The Supplier:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Supplier in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Supplier’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel that accurately and completely discloses the undersigned Supplier’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Appendix E – Supplier Exceptions to VITA Contract Template

Note to Supplier: You may add rows as needed or change the layout for this page to landscape.

Page Number	Contract Section/Subsection	Exception Explanation

MODIFICATION NO. 1

**TO
CONTRACT NUMBER VA-191121-XERX
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
Xerox Corporation**

This Modification No. 1 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Xerox Corporation ("**Supplier**"), to modify and amend Contract No. VA-191121-XERX ("**Contract**") in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a "**Party**" and, collectively, the "**Parties**"), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

Subsection J "Statement of Work" of Section 18 "Fees, Ordering and Payment Procedure" is hereby modified to read in its entirety as follows:

J. Statement of Work.

A SOW, in the format provided for in Exhibit C attached to this Contract, is required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B to this Contract. All SOWs will be of a fixed price type unless VITA issues a written authorization for a time and materials type SOW. The fixed price SOWs may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses pursuant to the provisions of the "Reimbursement of Expenses" subsection below. If a time and materials type SOW is authorized, Supplier Personnel shall maintain daily time records of hours and tasks performed that must be submitted or made available for inspection by the Authorized User upon 48 hours advance written notice.

Any change to an SOW must be described in a written change request, in the format provided in Exhibit D. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event will any SOW or any modification require the Supplier to provide any Products or Services that are beyond the scope of this Contract as such scope is defined in Exhibit A, which is attached to this Contract and incorporated by reference.

An additional SOW template "Intelligent Workplace Service Statement of Work", Exhibit I has been added to this Contract, and has been made available for optional use for any orders placed by an Authorized User pursuant to this Contract. Authorized Users have the ability to select either SOW template. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B to this Contract. All SOWs will be of a fixed price type unless VITA issues a written authorization for a time and

materials type SOW. The fixed price SOWs may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses pursuant to the provisions of the "Reimbursement of Expenses" subsection below. If a time and materials type SOW is authorized, Supplier Personnel shall maintain daily time records of hours and tasks performed that must be submitted or made available for inspection by the Authorized User upon 48 hours advance written notice.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

Xerox Corporation

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: 

BY: Gregory Searce

NAME: Gerald Britt

NAME: Gregory Searce

TITLE: General Manager

TITLE: Strategic Sourcing Specialist

DATE: December 16, 2022

DATE: 12.16.2022

MODIFICATION NO. 02
TO
CONTRACT NUMBER VA-191121-XERX
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
XEROX CORPORATION

This Modification No. 01 (“**Modification**”) is an agreement between the Virginia Information Technologies Agency (“**VITA**”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and **Xerox Corporation**. (“**Supplier**”), to modify and amend Contract No. **VA-191121-XERX** (“**Contract**”) in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a “**Party**” and, collectively, the “**Parties**”), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

The contract is currently set to expire on November 20, 2023 and is now extended until January 20, 2024.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

XEROX CORPORATION

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: Chaley H

BY: [Signature]

NAME: Chaley Henderson

NAME: James MacKenzie

TITLE: Finance Director

TITLE: Strategic Sourcing Specialist

DATE: 10/19/2023

DATE: 10/20/2023

**MODIFICATION NO. 03
TO
CONTRACT NUMBER VA-191121-XERX
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
XEROX CORPORATION**

This Modification No. 03 (“**Modification**”) is an agreement between the Virginia Information Technologies Agency (“**VITA**”), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia (“**Commonwealth**”), and **Xerox Corporation**. (“**Supplier**”), to modify and amend Contract No. **VA-191121-XERX** (“**Contract**”) in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a “**Party**” and, collectively, the “**Parties**”), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

1. **Extension of Contract Term:** The Contract is hereby extended for an additional ten (10) months beyond its current expiration date, with the new expiration date being November 20, 2024.
2. **Incorporation of New Discounts:** The Contract is amended to incorporate the new discounts provided by the Supplier in the Vendor Template received on or before December 13th of the current year. These new discounts will be reflected in the pricing of the products and services provided under the Contract.
3. **Option for Further Renewal:** Following this extension, the Contract will be eligible for a one-year renewal based on the terms and conditions of the Contract.
4. **Effective Date:** The modifications set forth in this document shall be effective immediately upon execution by both parties.
5. **Continuation of Terms:** Except as modified by this document, all terms and conditions of the Contract remain unchanged and in full force and effect.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

XEROX CORPORATION

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: Chaley H

BY: Gregory Scarce

NAME: Chaley Henderson

NAME: Gregory Scarce

TITLE: Finance Director

TITLE: Strategic Sourcing Specialist

DATE: 12/20/2023

DATE: 12.21.2023