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**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

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June 30, 2015

TO: Executive Departments/Agencies  
Department of Education (DOE)  
(Excludes Charter Schools)  
Hawaii Health Systems Corporation  
(HHSC)  
Office of Hawaiian Affairs (OHA)  
University of Hawaii (UH)  
House of Representatives (House)  
Senate  
Judiciary

City and County of Honolulu  
(C&C of Honolulu)  
Honolulu City Council  
Honolulu Board of Water Supply  
Honolulu Authority for Rapid Transportation  
(HART)  
County of Hawaii  
Hawaii County Council  
County of Hawaii – Dept. of Water Supply  
County of Maui  
Maui County Council  
County of Maui – Dept. of Water Supply  
County of Kauai  
Kauai County Council  
County of Kauai – Department of Water

FROM: Sarah Allen, Administrator

A handwritten signature in black ink, appearing to be "SA", written over a circular stamp.

SUBJECT: **New Price List Contract**  
SPO Price List Contract No. 15-10  
**NASPO ValuePoint Copiers, Printers & Related Devices**  
Expires: December 31, 2019  
**RFP 3091**

This is a new State Procurement Office Price List Contract for NASPO ValuePoint Copiers, Printers & Related Devices effective June 30, 2015. This price list contract replaces Price List Contract Number 11-11.

This contract lists one authorized contractor, Xerox Corporation. Additional contractors may be added at a later date. Instructions on how to utilize this contract are listed on page 12.

This contract is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists Contracts* at the home page.

If you have any questions, please contact Stanton Mato at (808) 586-0566 or email [stanton.d.mato@hawaii.gov](mailto:stanton.d.mato@hawaii.gov).

**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**SPO Vendor List Contract No. 15-10**  
Replaces SPO Vendor List Contract No. 11-11

**NASPO VALUEPOINT  
COPIERS, PRINTERS, & RELATED DEVICES - STATEWIDE**

(NASPO VALUEPOINT Contract No. 3091)  
**June 30, 2015 to December 31, 2019**

**INFORMATION ON NASPO VALUEPOINT**

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Nevada is the current lead agency and contract administrator for the NASPO ValuePoint Copiers, Printers & Related Devices contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to 7 qualified Contractors. The State of Hawaii has signed a Participating Addendum with one (1) Contractor.

The purpose of this contract is to provide copiers, printers and related devices as well as software bundles that enable and enhance capabilities of devices. This contract offers Convenience Copiers, Production Copiers, Wide Format Devices, Printers, Digital Duplicators, and Scanners. The financial options available are for purchase, capital lease, cancelable rentals, fair market value lease, operational lease and short term rentals.

The following items are excluded from this contract (Managed Print Services, Cameras, Interactive White Boards, Micrographic Equipment and Overhead Projectors).

For additional information on this contract, visit the NASPO ValuePoint website at [www.naspovaluepoint.com](http://www.naspovaluepoint.com).



**PARTICIPATING JURISDICTIONS** listed below have signed a cooperative agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	C&C of Honolulu
DOE	Honolulu City Council
(Excludes Charter Schools)	Honolulu Board of Water Supply
HHSC	HART
OHA	County of Hawaii
UH	Hawaii County Council
House	County of Hawaii-Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council
	County of Maui-Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai-Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

**POINT OF CONTACT.** Questions regarding the products listed, ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	Fax	E-mail
Executive	Stanton Mato	586-0566	586-0570	<a href="mailto:stanton.d.mato@hawaii.gov">stanton.d.mato@hawaii.gov</a>
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	<a href="mailto:doeprocure@notes.k12.hi.us">doeprocure@notes.k12.hi.us</a>
HHSC	Joe Evanoff	733-4168	733-4460	<a href="mailto:jevanoff@hhsc.org">jevanoff@hhsc.org</a>
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	<a href="mailto:phylliso@oha.org">phylliso@oha.org</a>
UH	Matthew Chow Karlee Hisashima	956-2765 956-8687	956-2096 956-2093	<a href="mailto:chowmatt@hawaii.edu">chowmatt@hawaii.edu</a> <a href="mailto:karlee@hawaii.edu">karlee@hawaii.edu</a>
House	Brian Takeshita	586-6423	586-6401	<a href="mailto:takeshita@capitol.hawaii.gov">takeshita@capitol.hawaii.gov</a>
Senate	Carol Taniguchi	586-6720	586-6719	<a href="mailto:c.taniguchi@capitol.hawaii.gov">c.taniguchi@capitol.hawaii.gov</a>
Judiciary	Tritia Cruz	538-5805	538-5802	<a href="mailto:tritia.l.cruz@courts.hawaii.gov">tritia.l.cruz@courts.hawaii.gov</a>
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	<a href="mailto:bfpurchasing@honolulu.gov">bfpurchasing@honolulu.gov</a>
Honolulu City Council	Clayton Wong	768-5084	768-5011	<a href="mailto:cwong@honolulu.gov">cwong@honolulu.gov</a>
Honolulu Board of Water Supply	Vicki Kitajima	748-5151	550-9193	<a href="mailto:vkitajima@hbws.org">vkitajima@hbws.org</a>
HART	Nicole Chapman	768-6135	768-5110	<a href="mailto:nchapman@honolulu.gov">nchapman@honolulu.gov</a>

Jurisdiction	Name	Telephone	Fax	E-mail
County of Hawaii	Jeffrey Dansdill	961-8440	961-8248	<a href="mailto:jdansdill@co.hawaii.hi.us">jdansdill@co.hawaii.hi.us</a>
Hawaii County Council	Jeffrey Dansdill	961-8440	961-8248	<a href="mailto:jdansdill@co.hawaii.hi.us">jdansdill@co.hawaii.hi.us</a>
County of Hawaii-Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 x224	961-8657	<a href="mailto:kmatsumoto@hawaii.dws.org">kmatsumoto@hawaii.dws.org</a>
County of Maui	Greg King	249-2403 x30	249-0839	<a href="mailto:greg.king@co.maui.hi.us">greg.king@co.maui.hi.us</a>
Maui County Council	Ross Izumigawa	270-7661	270-7686	<a href="mailto:ross.izumigawa@mauicounty.us">ross.izumigawa@mauicounty.us</a>
County of Maui-Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136 270-7136	<a href="mailto:ken.bissen@co.maui.hi.us">ken.bissen@co.maui.hi.us</a> <a href="mailto:holly.perdido@co.maui.hi.us">holly.perdido@co.maui.hi.us</a>
County of Kauai	Florence Kakuda	241-4294	241-6297	<a href="mailto:fkakuda@kauai.gov">fkakuda@kauai.gov</a>
Kauai County Council	Lisa Ishibashi Scott Sato	241-4820 241-4810	241-6349 241-6349	<a href="mailto:lishibashi@kauai.gov">lishibashi@kauai.gov</a> <a href="mailto:ssato@kauai.gov">ssato@kauai.gov</a>
County of Kauai-Department of Water	Fay Tateishi	245-5426	241-5813	<a href="mailto:ftateishi@kauaiwater.org">ftateishi@kauaiwater.org</a>

**USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS.** Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

If a nonprofit wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price or vendor list Contractor(s).

**CONTRACTORS.** Xerox Corporation is authorized contractor listed in this price list contract. They have signed a Master Agreement with the State of Nevada and a Participating Addendum with the Hawaii State Procurement Office.

Company Name  
Xerox Corporation (Xerox)

**VENDOR CODES** for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

**COMPLIANCE.** The SPO verified compliance of the Contractor with all laws governing entities doing business in the State pursuant to HRS §103D-310(c). Agencies are responsible to only

issue a purchase order or pCard to compliant Contractors when placing an order utilizing SPO Vendor List Contract No. 15-10.

**PURCHASING CARD (pCard).** The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive departments/agencies, excluding DOE, HHSC, OHA and UH for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

**PURCHASE ORDERS** may be issued for purchases \$2,500 or more, and for Contractors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or charge its customers a transaction fee for the usage.

**SPO PL CONTRACT NO. 15-10 & NASPO VALUEPOINT CONTRACT NO. 3091** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 15-10) and the NASPO ValuePoint Contract No. 3091 shall be notated on the appropriate transaction document.

**GENERAL EXCISE TAX.** The Hawaii General Excise Tax (GET) shall not exceed 4.712% for the island of Oahu and 4.166 % for Maui, Kauai and Hawaii. The GET is not applied to shipping or delivery charges.

**PAYMENTS** are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

**VENDOR AND PRODUCT EVALUATION** form, SPO-012, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

**PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET** at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

#### **INFORMATION PRIVACY AND SECURITY COUNCIL (IPSC) GUIDELINE FOR MULTI-FUNCTION DEVICES.**

- The purpose of this document is to provide basic guidelines for all State and County agencies for protection of sensitive information on multi-function copier/printer (MFP) devices.
- The IPSC guideline for multi-function copier may be found at the following website: <http://ipsc.hawaii.gov/guidelines-best-practices/>, click on *Multi-Function Copier/Printer Procurement Guidelines*.
- If you have any questions on IPSC, please contact Todd Crosby, Special Assistant to the State CIO, at (808) 586-1806 or [todd.m.crosby@hawaii.gov](mailto:todd.m.crosby@hawaii.gov).

## **CONTRACTUAL TERMS AND CONDITIONS**

**End of Term Notification.** Contractors must notify agency, in writing, ninety (90) days prior to the end of any financing term or service and supplies term.

**Owned Device Trade-In.** Contractor may allow for agencies to trade-in owned device as part of a new agreement under this contract, according to State regulations and laws. The value for the trade-in will be negotiated by the Contractor and agency at the time of the transaction and may not include any disposal or shipping fees.

Prior to Owned Device Trade-In, agencies shall follow the instructions listed in Chapter 8, *Property Disposition*, of the Inventory System User Manual. Go to:

<http://spo.hawaii.gov/for-state-county-personnel/manual/inventory-management-excess-property/>

**Termination for Non-appropriation.** The continuation of any financial obligation is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. Agencies may terminate any financial obligation, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the agencies funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

**Trial or Demonstration of Device or Equipment.** Any trial or demonstration period may not exceed thirty (30) calendar days and such device or equipment may be used, remanufactured or reconditioned. Additionally, no trial or demonstration device may be converted to a lease, rental or purchase, unless the device was new, as defined within the RFP, prior to the placement as a trial or demonstration device.

**Volume Placements.** Contractor may offer additional discounts or price breaks on services, purchase prices, leases and rental plans for volume placements.

**Installation and Environmental Requirements.** Prior to order acceptance, Contractor must advise agency of any and all specialized installation and environmental agency site requirements for the delivery and installation of contract device. This information should include, but is not limited to the following: air conditioning; electrical requirements; special grounding; cabling requirements; space requirements; humidity and temperature limits, and any other considerations critical to the installation

**Paper Specifications.** All proposed devices shall be compatible with using recycled paper, up to and including 100% Post Consumer-Waste (PCW) paper. Service personnel may not fault the use of recycled paper for device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper). Additionally, all proposed devices shall be guaranteed by the manufacturer to accomplish 100% duplexing (except Group C) with 30% PCW paper.

**Excessive Service and Downtime.** Equipment, including all accessories and software, supplied through this contract shall be capable of continuous operation. Therefore, Contractor shall guarantee that all contract equipment will be operational at least 98% of normal business hours. Equipment that develops a trend of requiring an excessive number of service calls shall be reported by the agency to the Contractor or by the Contractor to the agency as the situation

warrants. Should the equipment, any accessories, or software become inoperable for a period of twenty-four (24) consecutive working hours, the Contractor shall, at the agencies option, provide, at no charge, a loaner or accessory of equal capability of non-performing piece of equipment while repairs are being completed.

Contractors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided. A no-cost copy of service logs/reports must be provided to the agency and/or the Contractor Administrator within five (5) working days of request.

**Warranty.** Devices must carry a minimum ninety (90) day warranty that it is free from defects in material and workmanship. If defects are identified, the Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the agency. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum ninety (90) additional days. Significant failure shall be determined by the agency Contract Administrator.

**Lemon Clause.** This clause applies to all devices purchased or leased through this contract. The application period is thirty-six (36) months from the date of installation. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract. For purchase devices, agency must maintain and uninterrupted maintenance agreement with the contract Contractor for the Lemon Clause to apply past the initial ninety (90) day warranty period.

Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems shall be replaced with a new copier, at no cost to the user. The Participating State Contract Administrator will review user requests for the application and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the agency agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide agency with the device's "Useful Life".

Failure to comply with the requirements of this clause may be grounds for default and contract cancellation by the Lead State Contract Administrator.

**Service Contracts.** Contractor must offer service and supply contracts for all devices placed under this contract, if applicable. The term of any subsequent service and supply contracts may not extend beyond the initial term of any financial vehicle used to place the device and in the initial placement may not extend beyond sixty (60) months in the case of purchases. For example, if a device is placed on a sixty (60) month lease, a service and supplies contract may not extend beyond the sixty (60) month term of the lease.

**Hours and Submission Methods.** Contractor must perform full service support for all awarded categories during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) within the pricing proposed.

Contractors may offer additional coverage beyond normal business hours for the servicing of device and may charge an additional monthly base charge for such coverage.

Contractor must provide toll free phone, local phone, facsimile, e-mail, internet and any electronic automated method for agency to place service calls.

Contractor must provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the device in place via an available network connection if approved by the Participating State Contract Administrator and the agency.

**Timeliness of Service.** Urban Response Time: 4 hours; Rural Response Time: 1 Working Day; Remote Response Time: 4 Working Days.

New orders for devices must be installed by the Contractor within thirty (30) calendar days of order placement. Software related to the device must be installed within five (5) working days of the device installation. Excess installation time may be afforded by the agency.

Moves, device pickups and device trade-ins must be accomplished within thirty (30) days of the request.

Service calls must be acknowledge the agency via phone, on-site service call or e-mail within one hour of the placement of a service call.

**Americans with Disabilities Act (ADA).** Contractor must offer devices that are ADA compliant, i.e. Hearing, Vision, and Mobility.

#### **Leasing, Short-Term & Cancelable Rentals/Standard Terms Offered**

<b>Financing Vehicle</b>	<b>Standard Terms Offered</b>
Fair Market Value Lease/Operational Lease/Capital Lease	36, 48, 60 Months
Short Term Rental	Up to 18 Months
Cancelable Rental	24, 36 Months

**Fair Market Value:** The agency may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the agency at the time of renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Contractor.

**Operational Lease:** Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the agency; no buy-out will be considered.

**Capital Lease:** A capital lease is classified by the Agency as a purchase and must meet one or more of the following criteria:

- The lease term is greater than 75% of the property's estimated economic life.
- The lease contains an option to purchase the property for less than fair market value.
- Ownership of the property is transferred to the Agency at the end of the lease term.
- The present value of the lease payment exceeds 90% of the fair market value of the property.
- Such leases shall be subject to monthly payment reduction by the contractor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the agency at the time of renewal; and the renewal rate is subject to the same terms and conditions under the contract with the contractor.

**Short Term Rental:** A Short Term Rental shall:

- Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Contractor at any point during the rental term.
- Not exceed a total term of 18 months for Used or Refurbished devices.

**Cancelable Rental:** A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Contractor at any point during the rental term with or without penalty.

**Service and Supplies Inclusions.**

- Initial one-hour training must be included upon device placement. Pricing for additional training may be offered in one-hour increments on a per hour basis. Agency may elect to divide the training into multiple sessions over an extended period of time with a minimum training time division of one hour increments.
- Supplies pricing shall include all parts, supplies and consumables with the exception of paper and staples.
- Service pricing must include technician installed parts with the exception of paper, staples and toner.
- Contractor must perform all preventative maintenance services at the manufacturer's suggested intervals.
- All 11"x17" impressions must be counted as one impression per side.
- Contractor must not charge for a scan on multifunctional devices.
- There must not be more than one bundled cost per impression for color impressions, regardless of the number of colors (i.e. higher charge for 3 colors than for 2 colors).
- Contractor may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement.

<u>Move</u>	<u>Distance from the Original Device Placement</u>	<u>Allowable Charge Format</u>
Zone 1	100 yards or less; or within the same building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

**Software.** Software costs shall be inclusive of all installation costs, initial training and onsite installation required by the manufacturer. In the event an agency requires customization and/or installation above the requirements, the Contractor must disclose these additional costs, including travel and per diem costs, to the agency prior to the completion of purchase, lease, or rental agreement.

Software maintenance costs shall be inclusive of available software patches and updates.

**Hard Drive Removal.** Contractor must propose fixed price for a technician to remove and surrender hard drive at the term of the lease or rental, when so mandated by the agency. The Contractor must disclose this additional cost to the agency prior to the completion of a lease or rental agreement.

**Service Level Agreement.** The Xerox Corporation Service Level Agreement is enclosed in this price list contract.

**Delivery.** Pricing must include all inside delivery, installation, connecting to existing network, initial training and removal of all waste material.

Network installation shall include configuration of the copier for the proper network protocols; and installation of the appropriate print drivers on up to five (5) computer per unit ordered.

Contractor may charge for excessive installation requirements including rigging, excessive access, alternations and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the agency prior to the signature of any lease, rental or purchase agreement and the resulting charge may not exceed this quote; but shall be based on the actual expenditures by the Contractor or Dealer.

## **TYPE OF DEVICES:**

**Group A: Copiers Black & White** – A machine that makes exact paper copies of printed graphic materials in black and white only.

**Group B: Copiers Color** – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.

**Group C: Wide Format Devices** – A printer that prints larger than 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.

**Group D: Printers (Color and Black & White)** – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.

**Group E: Digital Duplicator** – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.

**Group F: Scanners** – A device used to convert paper documents into digital images.

## **AUTHORIZED CONTRACTORS LISTED BY GROUP**

**CONTRACTOR.** Xerox Corporation is the only authorized contractor to sell, lease and rent copiers, printers & related devices Groups (A, B, and D). Note: There are no contractors listed for Groups C, E, and F at this time.

<b><u>Group</u></b>	<b><u>Authorized Contractors</u></b>
A	Xerox
B	Xerox
C	TBD
D	<u>Xerox (Purchase Only)</u>
E	TBD
F	TBD

## **GROUP, SEGMENT NUMBER AND SPEED**

### **GROUP A – Copier's B&W:**

<b><u>Segment#</u></b>	<b><u>Speed in Pages Per Minute (PPM)</u></b>
A3	31 - 40
A4	41 - 69
A5	70 - 90
A6	91 - 119
A7	120 - 139
A8	140 - 159
A9	160+

**GROUP B - Copier's Color:**

<b><u>Segment#</u></b>	<b><u>Speed in Pages Per Minute (PPM)</u></b>
B3	31 - 40
B4	41 - 69
B5	70 - 90
B6	91 - 119
B7	120 - 139
B8	140 - 159
B9	160+

**GROUP C – Wide Format Devices (B&W and Color)**

<b><u>Segment#</u></b>	<b><u>Speed in Square Feet Monthly (SFM)*</u></b>	<b><u>D Size a Minute</u></b>
Low	31 – 40	4+
Medium	41 – 69	9+
High	70 – 90	20+

(SFM)\* - Contractor may propose alternate print options; however, must include a method to convert to SFM.

**GROUP D – Printers (B&W and Color):**

<b><u>Segment#</u></b>	<b><u>Speed in Pages Per Minute (PPM)</u></b>
D1	Up - 20
D2	21 - 40
D3	70 - 90

**GROUP E – Digital Duplicator:**

<b><u>Segment#</u></b>	<b><u>Speed in Pages Per Minute (PPM)</u></b>
E1	100 - 130
E2	131 - 150
E3	151 - 180
E4	181+

**GROUP F – Scanners:**

<b><u>Segment#</u></b>	<b><u>Speed in Pages Per Minute (PPM)</u></b>
F1	50 - 59
F2	60 - 69
F3	70 - 79
F4	80 - 89

## **AGENCY INSTRUCTIONS FOR REQUESTING**

### **PRICE QUOTES FOR GROUPS A, B, D**

- A. Obtain one (1) price quote from Contractor by providing the following device specifications and information:
- Group Letter
  - Segment#
  - Financial Option For Groups A&B (Fair Market Value, Operational Lease, Capital Lease, Short Term Rental, Cancelable Rental, Purchase)
  - Financial Option For Group D (Purchase Only)
  - Requesting Department/Agency, Name, Phone, Fax, Email Address.
  - Delivery location
- B. Contractor will submit a price quote to the agency within five (5) work days by fax or email. Contractor shall utilize the attached price quote form approved by the State Procurement Office.
- C. Form SPO-010, RECORD OF PROCUREMENT, is required if the total award value exceeds \$5,000 for single or multiple devices. Examples:

Form SPO-010 is not required:

- A single device lease cost is \$80 per month for five years, the total award value is \$80/month x 60 months = \$4,800.
- A single device purchase cost is under \$5,000.

Form SPO-010 is required:

- A single device lease cost is \$100 per month for five years, the total award value is \$100/month x 60 months = \$6,000.
- Two devices lease cost is \$160 per month for five years, the total award value is \$160/month x 60 months = \$9,600.

- D. PURCHASE ORDER OR LEASE AGREEMENT. Upon award, the agency may issue a purchase order or sign the vendor(s) lease agreement, approved by the State Procurement Office.
- E. Xerox Corporation pricing and specifications are available at:

<http://www.naspovaluepoint.org/#!/contract-details/56/contractor/301>

Select *Xerox-Group A Pricing Schedule*

Select *Xerox-Group B Pricing Schedule*

Select *Xerox-Group D Pricing Schedule*

# XEROX CORPORATION

WSCA website – [www.portal.xerox.com/Hawaii](http://www.portal.xerox.com/Hawaii)

Remit Payment for Xerox Corporation  
Lease, Rental & P.O. Box 101235  
Purchase Pasadena, CA 91189-0005

Vendor Code: 8492-06

## **Xerox Sales Office-Oahu**

700 Bishop Street, Suite 1200  
Honolulu, HI 96813  
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Fax: (808) 543-6233

## **Xerox Area Sales Manager**

Lisa Ma  
Phone: (808) 543-6226  
Fax: (808) 543-9177  
Email: [lisa.ma@xerox.com](mailto:lisa.ma@xerox.com)

**Agencies shall request their price quote to a Xerox sales representative, listed by island.  
For further assistance or questions, contact Lisa Ma at (808) 543-6226.**

## **Xerox Sales Office-Oahu**

### **Aaron Yamato**

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## **Xerox Sales Office-Kauai**

### **Frank Reilly**

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Email: [frank.reilly@xerox.com](mailto:frank.reilly@xerox.com)

**Lease Pricing PROPOSAL**



Presented to State of Hawaii - Department Name

By Xerox Sales Representative

Date: \_\_\_\_\_

Options and Accessories

SPO Price List Contract No. 15-10/NASPO ValuePoint Contract No.3091

Group \_\_\_\_/Segment \_\_\_\_/Financial Option \_\_\_\_

Negotiated Contract :

Solution			
Item	Product Description	Agreement Information	Requested Install Date

Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	

**Lease Agreement**



Customer: STATE OF HAWAII - DEPARTMENT NAME

BillTo: STATE OF HAWAII	Install: STATE OF HAWAII
DEPARTMENT NAME	DEPARTMENT NAME
Street Address	Street Address
City, State, ZIP Code	City, State, ZIP Code

Negotiated Contract:

SPO Price List Contract No. 15-10/NASPO ValuePoint Contract No. 3091  
 Group \_\_\_\_/Segment \_\_\_\_/Financial Option \_\_\_\_

Solution			
Item	Product Description	Agreement Information	Requested Install Date

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	

Authorized Signature	
Signer: _____ Phone: _____  Signature: _____ Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Xerox Sales Representative</b>  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



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# Attachment O

## MODEL SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating Entities and Awarded Vendors with an example of a guarantee of service levels with penalties for failure to perform. This model SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Participating Entity. Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum. All parties are cautioned to utilize measurements that are reportable and measurable.

### 1. Customer Level SLA

#### 1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

#### 1.2 Customer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	98% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and the Customer.

#### 1.3 Calculation of Service Level Points

Once per quarter, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

<b>1.4</b>	<b>P</b>		<b>Below</b>	<b>Below</b>	<b>Below</b>	<b>Below</b>
	<b>e</b>	<b>Target Level</b>	<b>Target 1</b>	<b>Target 2</b>	<b>Target 3</b>	<b>Target 4</b>
	<b>Annual</b>					
	<b>Average Uptime</b>	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
	<b>Possible Points</b>	4	3	2	2	0
	<b>Yearly</b>		<b>Below</b>	<b>Below</b>	<b>Below</b>	<b>Below</b>
	<b>Target Level</b>		<b>Target 1</b>	<b>Target 2</b>	<b>Target 3</b>	<b>Target 4</b>
	<b>Average On-Site Response Time (in Hours)</b>					
		4 or Less	4.1 - 5	5.1 - 6	6.1 - 7	7.1 or more
	<b>Possible Points</b>	4	3	2	2	0
			<b>Below</b>	<b>Below</b>	<b>Below</b>	<b>Below</b>
	<b>Target Level</b>		<b>Target 1</b>	<b>Target 2</b>	<b>Target 3</b>	<b>Target 4</b>
	<b>First Time Fix</b>	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
	<b>Possible Points</b>	4	3	2	2	0

#### 1.4 Penalty Level

	<b>Target Level</b>	<b>Below</b>	<b>Below</b>	<b>Below</b>	<b>Below</b>
		<b>Target 1</b>	<b>Target 2</b>	<b>Target 3</b>	<b>Target 4</b>
<b>Total Score</b>	12 - 10	9 - 7	6 - 4	3 - 1	0
<b>Penalty/Award as a percentage of quarterly service and supplies billings</b>	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Customer State as a credit on the following period's service and supplies invoice.

#### 1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

<b>Group</b>	<b>Devices</b>	<b>Segments</b>	<b>Quarterly Uptime</b>
A	Copiers Black & White	All	95%
B	Copiers Color	All	95%
C	Wide Format Devices	All	95%

D	Printers (Color and Black &White)	All	95%
E	Digital Duplicators	All	95%
F	Scanners	All	95%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously maintained by the Contractor under the Contractor's Maintenance Agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

## 1.6 Additional Contractor Guarantees

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – Contractor agrees to provide a loaner or to measure uptime on an individual unit basis, with the following accepted exclusive remedy:

- i) Contractor agrees the vast majority of on-site equipment repairs will be completed within 12 business hours. However, in the unlikely event that the repair time exceeds 24 consecutive working hours, Contractor agrees as Customer's exclusive remedy, to provide a loaner if available or
- ii) At the Customer's option to issue a service credit, equal to 1/30<sup>th</sup> of the equipment's monthly maintenance component for each day the equipment is inoperable and is not available for Customer's use, beginning with the day of the Customer's initial service call. Such credit may be applied against future meter charges only. Under no circumstance will any credits reduce the Monthly Minimum Charge. In an order associated with the SLA has expired or has been terminated, any remaining credit will be forfeited.

1.6.3 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the Contractor's

part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice.

<b>Measurable</b>	<b>Service Level</b>
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

## **2. Reporting and Billing**

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Contractor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful Contractor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.