

RECEIVED
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PROCUREMENT APPEALS

FEB 20 2008

TIME: 1:50 PM
BY: A. Camacho
FILE No. OPA-PA 08-003

1 FRED NISHIHIRA
Legal Counsel
2 GUAM PUBLIC SCHOOL SYSTEM
P.O. BOX DE
3 HAGATNA, GUAM 96932
TEL: 475-0658
FAX: 472-5003

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PROCUREMENT APPEAL

In the Appeal of)
)
7 TOWN HOUSE DEPARTMENT STORES,)
8 INC., dba ISLAND BUSINESS SYSTEMS)
& SUPPLIES,)
)
9 Appellant.)
10)

APPEAL NO.: OPA-PA-08-003

NOTICE OF FILING OF
PROCUREMENT RECORD 

Appellee, Guam Public School System by and through its counsel of record, Attorney
Fred Nishihira, hereby files with the Office of the Public Auditor a complete copy of the
procurement record relevant to the above-captioned appeal in the form prescribed by 2 GAR
Chapter 12, Section 12104(c)(3).

Dated this 20th day of February, 2008.


FRED NISHIHIRA
GPSS Legal Counsel

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DOCUMENTS

- 1 Informational Memorandum from the Attorney General, Ref: GSA 89-0394 dated April 7, 1989 re Xerox Blanket Purchase Agreement
- 2 Xerox Blanket Purchase Agreement for Copiers and Duplications Only for use by agencies and institutions of the Government of Guam signed 4/12/89
- 3 Purchase Order with Document Service Agreement (DSA Agreement No. 7002364) and supporting documents dated 1/19/01
- 4 Modification of Purchase Order dated 8/31/01
- 5 Modification of Purchase Order dated 9/10/01
- 6 Modification of Purchase Order dated 9/27/01
- 7 Modification of Purchase Order dated 3/25/04
- 8 Letter to Xerox Corporation from Roque Alcantara, Administrator, GPSS Supply/Procurement re Continuance of Service dated 9/28/07.



GOVERNMENT OF GUAM
AGANA, GUAM 96910

April 7, 1989

Memorandum (Informational) Ref: GSA 89-0394

To: Chief Procurement Officer

From: Attorney General *[Signature]*

Subject: Xerox Blanket Purchase Agreement

As requested in your memorandum of March 23, 1989, we have reviewed the letter and proposed agreement from the Xerox Corporation dated March 13, 1989.

In light of the substantial savings in costs for copiers that the government of Guam might realize under the reduced pricing schedule, we believe that you have authority under the Guam Procurement Law and Regulations to sign the purchase agreement.

One of the basic purposes of P.L. 16-124, as stated in GC §6950(b)(5), is "to provide increased economy in territorial activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Territory." The blanket agreement is entirely consistent with that underlying purpose. Also, under GSA Regulation 3-103.02, as the Chief Procurement Officer you are authorized to determine contractual provisions, terms and conditions of solicitations and contracts, so long as they are not contrary to the statutes and rules governing procurements. The blanket agreement also conforms with that provision.

Also, under Paragraph #3 of the agreement, while it establishes a "targeted level" of acquisitions expressed in points, the government would not be committed or obligated to purchase or lease any minimum quantity of equipment during the period of the agreement. Consequently, the agreement would not inhibit nor interfere with your normal competitive bidding procedures for purchasing such equipment for the government of Guam during the period of the agreement.

This memorandum is informational only and is not issued as an opinion of the Attorney General. For a faster response to any inquiry about this memorandum, please use the reference number shown.

[Signature]
DONALD L. PAILLETTE



GENERAL SERVICES AGENCY
 (Ahensian Setbisio) (Mirat)
 Government of Guam
 P.O. Box FG, Agana, Guam 96910
 Tel: 477-8836-8; Telex: 7216490

Accountability • Impartiality • Competence • Openness • Value

MAR 23 1989

To	Initials	Date
ASD	AS	3-23-89
ACPO	AS	3-23-89

MEMORANDUM

To: Attorney General
Via: Director of Administration *WJH*
From: Chief Procurement Officer
Subject: Xerox Blanket Purchase Agreement

Attached for your review, comments and recommendation is a copy of a letter from Xerox Corporation in reference to a Blanket Purchase Agreement (BPA) for copiers and other engineering products.

We would like your opinion on whether it would be appropriate for me to sign the contract due to the price breaks being offered.

Please note the deadline for acceptance.

Your usual cooperation is appreciated.

Lorenzo C. Aflague
 LORENZO C. AFLAGUE

Attachments

**XEROX BLANKET PURCHASE AGREEMENT
FOR COPIERS AND DUPLICATORS
ONLY FOR USE BY AGENCIES AND INSTITUTIONS OF
THE GOVERNMENT OF GUAM**

This XEROX BLANKET PURCHASE AGREEMENT ("Agreement") is entered into by Xerox Corporation ("Xerox") and The Government of Guam ("Customer"). It shall be identified by the following Xerox Blanket Purchase Agreement No. (BPA): . 070036600

The parties agree as follows:

1. Customer agrees to have and Xerox agrees to provide to Customer Xerox Equipment subject to the prices, terms and conditions contained in this Agreement, the current Xerox State and Local Government Copying Equipment Price List, a copy of which is attached, and attached Exhibit I .

2. ~~The parties agree that in the event of any conflict between the terms and conditions in this Agreement or those contained in any of the documents referenced in Paragraph 1, above, the terms and conditions of this Agreement shall prevail.~~
3. The Customer agrees to acquisitions which will achieve a Commitment Level of 520 points for products listed in Exhibit I. Failure to achieve such a commitment will not result in the assessment of Liquidated Damages nor rebilling.
4. All outright purchase and option to purchase orders for the Equipment listed in Exhibit I issued by the Customer originating the Agreement, contribute to the Commitment Level. This applies to the purchases made using Agreement purchase prices, as well as prices from the current Xerox State and Local Government Copying Equipment Price List.
5. The term of this Agreement shall be twelve-months from the date this Agreement is accepted by Xerox and shall expire on the last day of the twelfth-month.
6. Prices for the Commitment Level selected by Customer are listed in Exhibit I. Any applicable Equipment trade-in allowance will be deducted from the price of that purchased model of Equipment. Xerox reserves the right to withdraw from this Agreement models of Equipment that become no longer generally commercially available during the twelve-month term of this Agreement.
7. Customer shall issue Shipping Releases (any documents Customer requires regarding shipment of Equipment and/or Software) to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation destination, quantities, and Equipment or Software description, including any applicable trade-in Equipment.

Title of Individual Chief Procurement Officer
Name of Individual Mr. Lorenzo C. Aflague
Address General Services Administration
8. Additionally, the Shipping Release shall specify if Customer is purchasing Xerox Equipment maintenance. All Shipping Releases must reference, on their face this Blanket Purchase Agreement by its assigned number and shall be subject solely to this Agreement's terms and conditions, notwithstanding anything contained in such Releases which are at variance with, or additional to, this Agreement.
9. Any breach by Xerox with respect to a unit(s) of Equipment shall be deemed a breach with respect to that unit(s) only.

10. Customer will be responsible for any extra charges (rigging) required for on-site delivery.
11. Equipment shall be invoiced at the time of shipment to Customer's location specified on the Shipping Release. Payment term is net 30-days.
12. Failure by either party to enforce any parts of this Agreement, or to require performance by the other party of any of it's provisions, will not be construed as a waiver of such provision(s), nor will it affect the validity of this Agreement or any ordering document issued as a result of this Agreement, or the right of either party thereafter to enforce the provisions of this Agreement.
13. This Agreement is the complete Agreement between the parties respecting its subject matter and supersedes all oral or written communications regarding its subject matter and may be amended only in a writing signed by both parties.

XEROX CORPORATION

Signature [Handwritten Signature]
 Name (Please Print) ROBERT F. [Handwritten]
 Title NEGOTIATOR
 Address WESTERN REGION
4755 VAN KERMAN
AVENUE, JEROME, CA
 Date 9-2-89

THE GOVERNMENT OF GUAM

Signature [Handwritten Signature]
 Name (Please Print) LORENZO C. AFLAGUE
 Title Chief Procurement Officer
 Address General Services Agency
Government of Guam
P. O. Box FG, Agana, Guam 96910
 Date April 12, 1989
 Reference Attorney General's Memorandum, No. GSA-89-0394.

**Blanket Purchase Agreement
GOVERNMENT OF GUAM**

Exhibit I

COPIER / DUPLICATORS

<u>PRODUCT</u>	<u>POINTS</u>	<u>SINGLE UNIT LIST PRICE</u>	<u>CONTRACT PRICE</u>	<u>O-T-P PRICE</u>	<u>WARRANTY</u>
1065 Copier	28	21,085	21,085	15,166	90 Days
Recirculating Document Handler	--	4,130	4,130	3,133	--
Finisher	--	1,710	1,710	1,380	--
Automatic Document Feeder	--	1,995	1,995	1,570	--
Sorter	--	1,710	1,710	1,336	--
Computer Forms Feeder	--	565	565	453	--
1075 Copier	55	37,685	34,685	12,750	90 Days
Semi-Automatic Document Handler	--	775	620	410	--
Sorter	--	2,325	1,845	1,220	--
Recirculating Document Handler / Offsetting Catch Tray	--	4,930	3,880	2,575	--
Finisher	--	2,705	2,145	1,420	--
Reduction	--	1,630	1,300	860	--
Duplex	--	775	615	410	--
Saddlestitcher	--	3,420	3,400	--	--
Paginator Plus	--	8,075	8,000	--	--
1090 Copier	85	74,385	68,385	50,180	90 Days
Finisher	--	3,300	2,900	2,675	--
Reduction / Enlargement	--	2,115	1,870	1,710	--
Duplex	--	950	840	770	--
Saddlestitcher	--	3,420	3,500	2,825	--
Paginator Plus	--	8,075	8,250	6,530	--

- In-place units must be installed a minimum of 10 months on a rental price plan in order to qualify for Option To Purchase (O-T-P) pricing.
- Warranty periods shown above apply only to Contract Prices (and not to O-T-P Prices).

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GOVERNMENT OF GUAM**

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9500 Variable Reduction Copier	105	80,750	69,750	37,920	90 Days
Sorter	--	4,750	3,250	2,885	--
Stacker	--	3,000	3,000	--	--
9900 Duplicating System	130	123,285	116,285	89,550	90 Days
9500/9900 Computer Forms Feeder	--	7,460	7,300	6,935	--
5090 Copier	145	138,000	132,400	109,000	90 Days
3080 Engineering Copier Printer †	55	51,775	53,100	44,000	90 Days
Folder/Stacker †	--	25,650	27,100	22,650	90 Days
2080 Engineering Printer †	90	80,750	62,000	68,200	90 Days
Off-Line Fuser	--	3,334	3,300	2,640	--
7080 Engineering Printer Base System †	95	77,615	80,700	54,700	90 Days
Folder Only System †	95	88,255	91,900	63,580	90 Days
Full System †	95	104,500	104,500	72,100	90 Days
Stamper	--	475	475	400	--
7085 Engineering Printer Base System	110	85,200	80,700	72,600	90 Days
Folder System	110	95,800	91,900	82,700	90 Days
Full System	110	112,100	104,800	94,300	90 Days
990 Copier †	25	22,800	21,600	20,500	90 Days
920A Jogger / Stitcher Single Head	--	4,047	3,065	2,910	90 Days
920B Jogger / Stitcher Double Head	--	4,531	3,435	3,265	90 Days

10/17

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- † Delivery charges are applicable.

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7. Customer shall issue Shipping Releases (any documents Customer requires regarding shipment of Equipment and/or Software) to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation destination, quantities, and Equipment or Software description, including any applicable trade-in Equipment.

Title of Individual Chief Procurement Officer
Name of Individual Mr. Lorenzo C. Aflague
Address General Services Administration

8. Additionally, the Shipping Release shall specify if Customer is purchasing Xerox Equipment maintenance. All Shipping Releases must reference, on their face this Blanket Purchase Agreement by its assigned number and shall be subject solely to this Agreement's terms and conditions, notwithstanding anything contained in such Releases which are at variance with, or additional to, this Agreement.
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13. This Agreement is the complete Agreement between the parties respecting its subject matter and supersedes all oral or written communications regarding its subject matter and may be amended only in a writing signed by both parties.

XEROX CORPORATION

Signature

Name (Please Print)

Title

Address

Date

[Handwritten Signature]
ROBERT F. [unclear]
[Handwritten Signature]
NEGOTIATIONS
[Handwritten Signature]
H-755 VAN KERMANN
AVE. J. [unclear], CA
4/2/89

THE GOVERNMENT OF GUAM

Signature

LORENZO C. AFLAGUE

Name (Please Print)

Chief Procurement Officer

Title

General Services Agency

Address

Government of Guam

P. O. Box FG, Agana, Guam 96910

April 12, 1989

Date

Reference Attorney General's Memorandum, No. GSA-89-0394.

**Blanket Purchase Agreement
GOVERNMENT OF GUAM**

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Finisher	--	2,705	2,145	1,420	--
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Duplex	--	775	615	410	--
Saddlestitcher	--	3,420	3,400	--	--
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Confirmation Report - Memory Send

Page : 001
Date & Time: Sep-14-2001 03:47pm
Line 1 : +671 472 5001
Machine ID : GDOE, Office of Supply Management

Job number : 221
Date : Sep-14 03:44pm
To : 4722192
Number of pages : 003
Start time : Sep-14 03:45pm
End time : Sep-14 03:46pm
Pages sent : 003
Status : OK

Job number : 221 *** SEND SUCCESSFUL ***



Rosie R. Tainarongo
Director of Education

OFFICE OF SUPPLY MANAGEMENT
DEPARTMENT OF EDUCATION

Munuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagana, Guam 96932
Telephone: (671) 475-0436 thru 9
Fax: (671) 472-5001



J. Michael Pangellinan
Administrator, Supply Management

FACSIMILE TRANSMITTAL COVER LETTER

DATE: 9/14/01 TIME: _____

TO:
Name: Mike Sales
Firm: Xerox
Facsimile#: 472-2192

FROM:
Name: Trini
Title/Section: _____
Reference to: Med. # 01-1449, 1450
Comments: FYI.

Number of Pages (including this cover letter): 3
Sent by: [Signature]
Date: 9/14/01 Time: _____



OFFICE OF SUPPLY MANAGEMENT
DEPARTMENT OF EDUCATION

Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagatna, Guam 96932
Telephone: (671) 475-0436 thru 9
Fax: (671) 472-5001



Rosie R. Tainatongo
Director of Education

J. Michael Pangelinan
Administrator, Supply Management

FACSIMILE TRANSMITTAL COVER LETTER

DATE: 9/14/01 TIME: _____

TO:

Name: Mike Salas

Firm: Xerox

Facsimile#: 472-2192

FROM:

Name: Trini

Title/Section: _____

Reference to: Mod. #s 01-1449, 1450

Comments: FYI.

Number of Pages (including this cover letter): 3

Sent by: FLG

Date: 9/14/01 Time: _____



Office of Supply Management

Department of Education

Manual F.L. Guerrero / Administration Building

2nd Floor, Suite B-203 Hagåtña, Guam 96932

Telephone: (671) 475-0436

Fax: (671) 472-5001

epinaula@guam.doe.edu.gu



COPY

Juan Michael Pangelman

Administrator Supply Management

ACKNOWLEDGEMENT RECEIPT

Modification of Purchase Order

Received By: (Please Print Name)

Date: September 10, 2001

10/25/01 Date: 9:30 AM/PM Time:

Modification No. 01-1482

Prepared by: Tleonguerrero Marked for: Office of Supply Management

Vendor Name: Xerox Vendor No: 10004

Purchase Order No. 200100128 Account No.: 11.1.22.00.26.230.0099

[] Close [] Liquidate [X] Price Adjustment [] Amend Item Description

[X] Increase [] Decrease Amount: [] Other:

\$ 1,537,646.56 P.O. original amount \$ 64,088.00 Adjusted amount \$ 1,601,734.56 Total revised amount

[] Change Vendor: From: Vendor No. To: Vendor No.

[] Change Account No.: From: To:

Remarks: Amend to expand the "supply" portion of the Existing Pool Agreement to include paper subject to reduced/discounted rate offer as to "most favored customer." This shall include 43 Plt of 8.5 x 11 White Bond Paper Reorder #3R2047 (40 cases per pallet/Total of 1,720 cases)\$24.20 per case based on 4+ pallet pricing (43 Plt x \$968.00=\$41,624.00) and 18 Plt of 8.5 x 14 White Bond Paper Reorder #3R2051 (40 cases per pallet/Total of 720 cases)\$31.20 per case based on 4+ pallet pricing (18 Plt x \$1,248.00=\$22,464.00) Pallets to be delivered to central location for distribution by DOE to various sites per delivery schedule. Delivery to be made on Monthly Basis to: See Attached Listing.

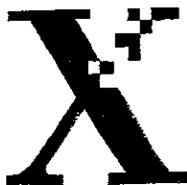
ALL ELSE REMAINS THE SAME.

Business Office: <u>Margaret Otero</u> Accounting Tech. III	<u>10-24-01</u> Date	<input checked="" type="checkbox"/> Approved <u>[Signature]</u> Controller	<input type="checkbox"/> Disapproved <u>[Signature]</u> Date
---	-------------------------	--	--

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<u>Felix S. Calvo</u> Certifying Officer	<u>10-25-01</u> Date
--	---	-------------------------

Procurement: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<u>[Signature]</u> Juan Michael Pangelman Administrator, Supply Management	<u>10-25-01</u> Date
---	--	-------------------------

Distribution: Original - P.O. File 1 copy - Warehouse 1 copy - Accounting Section 1 copy - Division / School 1 copy - Vendor



THE DOCUMENT COMPANY
XEROX

RECEIVED

Date: 08/17/2001 Pages:1

RECEIVED
 AUG 22 2001
 PROCUREMENT DEPT

To: XEROX Corporation
 137 Murray Boulevard
 Agana, Guam 96910
 Phone. 671-477-9456 Fax. 671-472-3844
 Attn: Brenda Sanchez

Requesting Agency Name
 DOE
 Attn: Mike Pangelinan
 Fax: 475-0440
 Phone: 472-5001

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
1	8.5 x 11 White Bond Paper Reorder # 3R2047 (40 cases per pallet / Total of 1,720 cases)	43	Plt	\$988.00	\$41,624.00
2	8.5 x 14 White Bond Paper Reorder # 3R2051 (40 cases per pallet / Total of 720 cases)	18	Plt	\$1,248.00	\$22,464.00
Price based on 4+ Pallet pricing. Pallets to be delivered to central location for distribution by DOE to various sites per delivery schedule. Delivery to be made on Monthly Basis to DOE Piti Warehouse as follows: September-11 Pallets 8.5 x 11 5 Pallets 8.5 x 14 October-10 Pallets 8.5 x 11 4 Pallets 8.5 x 14 November-12 Pallets 8.5 x 11 5 Pallets 8.5 x 14 December-10 Pallets 8.5 x 11 4 Pallets 8.5 x 14					
				Total	\$64,088.00

ATTACH COPY OF THIS PRICE QUOTATION TO RESPONSIBLE PROCURMENT OFFICE TO ENSURE EXPEDITIOUS PROCESSING OF YOUR PURCHASE ORDER.



THE DOCUMENT COMPANY
XEROX

Date: 12/04/2001 Pages:1

To: XEROX Corporation

137 Murray Boulevard
Agana, Guam 96910
Phone. 671-477-9456 Fax. 671-472-3844
Attn: Brenda Sanchez

Requesting Agency Name

DOE
Attn: Mike Pangelinan
Fax: 472-5009
Phone: 475-0436-40

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
1	<p>Issued to cover the cost of Renewal of XBS Services Agreement 7002364 for the period 10/01/01-9/30/02. Included on plan. Plan includes: 2,270,000 B/W Copies and 4,000 Color Copies per month. All B/W copies in excess of allowance will be billed at \$.0135 per copy. All Color Copies over allowance bill at \$.15 per copy</p> <p>This PO covers months 10-21 of the 60 month initial contract</p> <p>Covers Units on Amendment 1 and adds This PO covers months 7-18 of a 60 month contract</p> <p>Covers Upgraded Units on Amendment 2 This PO covers months 10-21 of a 60 month contract</p> <p>See attachment for all Serial Numbers on contract</p> <p>Subject to the Terms & Conditions of the DMA 7002364 agreement.</p>	12	mos	\$130,487.00	\$1,565,844.00
				TOTAL	\$1,565,844.00

ATTACH COPY OF THIS PRICE QUOTATION TO RESPONSIBLE PROCURMENT OFFICE TO ENSURE EXPEDITIOUS PROCESSING OF YOUR PURCHASE ORDER.

RECEIVED
DEC 04 2001

Trina

4page 472-5001

Mach	Serial#	Site	Loc
SAM	2UF068248	AGANA HEIGHTS	Lounge
SAM	R4F035406	AGANA HEIGHTS	Office
DC432	NM9101345	AGUEDA	Library
SAM	2UP070153	AGUEDA	Business Office
SAM	PE3004329	AGUEDA	Main Office
SAM	R4F035611	AGUEDA	Main Office
SAM	T2W056503	AGUEDA	Main Office
WCP215	UU4016258	AGUEDA	Counselors
WCP215	UU4016261	AGUEDA	Social Studies
DC420C2	NL2001553	ASTUMBO	CJME Office
DC478	ND8000846	ASTUMBO	CJME Office
DWC 665	PY7005765	ASTUMBO	Main Office
SAM	2UP068273	ASTUMBO	Main Office
WCP215	UU4016265	ASTUMBO	Nurses Office
DC440	NN0101291	BRODIE	Teachers Workroom
SAM	R4F035394	BRODIE	
DC470SL	NE0001017	Business Office	Business Office
SAM	T2W053179	Business Office	Business Office
DC440	NN0101033	CAI	C&I
SAM	2UP070766	CAI	C&I
SAM	T2W056511	CAI	C&I
DC460	NE4010524	CARBULLIDO	Main Office
SAM	6HD075650	CARBULLIDO	Main Office
SAM	R4F035385	CARBULLIDO	Main Office
DC420C2	NL2001925	Certification	Certification
DC460	NE4000746	CHAMORRO STUDIES	CHAMORRO STUDIES: Tyan, E Sunset
SAM	T2W056504	CHAMORRO STUDIES	CHAMORRO STUDIES
DC420	NL2003011	CIP	CIP
DC460	NE4010529	CLT	Library
DC480	MW9000922	CLT	Main Office
SAM	V2M026498	CLT	Office
SAM	2UP066986	DANIEL PEREZ	Room 1
SAM	2UP067044	DANIEL PEREZ	Main Office
SAM	T2W056537	DANIEL PEREZ	Principal's Office *
DC420C2	NL2001613	DEDEDO	Counseling
DC432	NM9101386	DEDEDO	Library
DWC 657	T9R137504	DEDEDO	Princess's Office
SAM	R4F036129	DEDEDO	Benavente Middle School
SAM	T2C015009	DEDEDO	Main Office
WCP215	UU4016048	DEDEDO	Nurses Office
DC470ST	NE0000939	Director's Office	Director's Office
SAM	T2W056311	Director's Office	Director's Office *
DC440	NN0002520	ERMO	ERMO
DC420C2	NL2002002	FBLG	Counselors office
DC440	NN0101317	FBLG	Halfway next to Library
SAM	2UP070172	FBLG	Xerox Room
SAM	G4E023927	FBLG	Principal's Office
SAM	R4F035491	FBLG	Xerox Room
SAM	T2W059277	FBLG	Admin
WCP215	UU4016092	FBLG	Nurses Office
WCP215	UU4016150	FBLG	Principal's Office
SAM	2UP061603	Federal Programs	Federal Programs
SAM	R1U025056	Federal Programs	Federal Programs Transition Office
SAM	T2W056371	Federal Programs	Federal Programs
SAM	2UP070066	FINEGAYAN	Back Office Admin
SAM	R4F036048	FINEGAYAN	Main Office
WCP 555	PE3006531	FINEGAYAN	Principal's Office
SAM	2UP069326	Food Services	Food Services
SAM	T2W056374	Food Services	Food Services
DWC 665	PY7008012	FQ SANCHEZ	Main Office / Not working
SAM	R4F036175	FQ SANCHEZ	Main Office
DC432SLS	NG3004603	FSAIS	FSAIS
SAM	T2W056314	FSAIS	FSAIS *
DC420C2	NL2001547	GW	Language Arts
DC420C2	NL2001941	GW	Counseling
DC420C2	NL2001943	GW	PE Office
DC420S	NL3001243	GW	Business Office
DC480	MW9000572	GW	VP's Office
DWC 665	PY7009246	GW	Main Office
SAM	2UP071770	GW	Admin Office
SAM	G8M035506	GW	SR JROTC
SAM	T2W053417	GW	AJROTC

WCP215	UU4015163	GW	George Washington High School
WCP215	UU4016136	GW	Nurses Office
DC469L	NE8001080	Headstart	Headstart
SAM	T2W056308	Headstart	Headstart
WCP215	UU4016108	Headstart (Asian)	Headstart
WCP215	UU4016255	Headstart Wraparound	Headstart Wraparound
DC470	ND8001184	HST	Copy Room
SAM	COH036951	HST	Main Office
SAM	T2W056506	HST	Principal's Office
DC460	NE4000889	NARAJAN ELEMENTARY	Teacher's Lounge
SAM	2UP070109	NARAJAN ELEMENTARY	Main Office
SAM	T2W056312	NARAJAN ELEMENTARY	Main Office
DC420C2	NL2001645	NARAJAN MIDDLE	Nurses Office
DC420C2	NL2001931	NARAJAN MIDDLE	Conference Room
DC440S	NG4101340	NARAJAN MIDDLE	Main Office
SAM	T2C015039	NARAJAN MIDDLE	Admin Office
SAM	T2W056369	NARAJAN MIDDLE	Admin Office
WCP215	UU4015841	NARAJAN MIDDLE	Special Ed
WCP215	UU4015869	NARAJAN MIDDLE	Cafeteria
WCP215	UU4016100	NARAJAN MIDDLE	Library
SAM	W2P040124	Interscholastic	Interscholastic
SAM	G4E023914	Interscholastic	Interscholastic
SAM	T2W056372	Interscholastic at Admin Office	Interscholastic at Admin Office
DC470	ND8001218	J.P. TORRES	Admin Office
SAM	T2W056501	J.P. TORRES	Admin Office
DC480	MW9000984	JFK	AV Room
SAM	2UP069136	JFK	Main Office
SAM	L7G151856	JFK	Business Office
SAM	R1U040152	JFK	Social Studies
SAM	T2W053665	JFK	Main Office
WCP215	UU4015276	JFK	English
WCP215	UU4015277	JFK	JRCTC
WCP215	UU4015283	JFK	Library
WCP215	UU4015457	JFK	Math
WCP215	UU4015458	JFK	Counselor's
WCP215	UU4015871	JFK	Nurses Office
DC420C2	NL2002000	JOSE RIOS	Counseling
DC432	NM9101249	JOSE RIOS	Main Office
DC470	ND8040572	JOSE RIOS	Admin Office Annex
SAM	2UP068370	JOSE RIOS	Principal's Office
WCP215	UU4015466	JOSE RIOS	Nurses Office
SAM	2UP069263	JO SAN MIGUEL	
SAM	R4F036130	JO SAN MIGUEL	
SAM	T2W056508	JO SAN MIGUEL	
WCP215	UU4015896	JO SAN MIGUEL	
DC470	ND8001336	JUAN M GUERRERO	Hamton Loop Elem. School
DC480	MW9031632	JUAN M GUERRERO	Juan M. Guerrero
DWC 657	T9R137486	JUAN M GUERRERO	Hamton Loop Elem. School
SAM	G4E021007	LACU Learning Center	O&I
DC470	NO8001340	LBJ	
SAM	8YW061147	LBJ	
SAM	T2W056310	LBJ	
SAM	T2W056313	LRC Tyan	LRC Tyan
DC420S	NL3001400	LRC Teacher's Ctr. Admin Area	LRC Teacher's Ctr. Admin Area
SAM	R4F035415	MA ULLOA	Maria Ulloa Elem. School
SAM	R4F035514	MA ULLOA	Main Office
SAM	T2W056370	MA ULLOA	Maria Ulloa Elem. School
WCP215	UU4015884	MA ULLOA	Maria Ulloa Elem. School
SAM	2UP080659	MACHANAONAO	Teacher's Wkroom
SAM	T2W053293	MACHANAONAO	Teacher's Lounge
WCP215	UU4015286	MACHANAONAO	Admin
DC440	NN0101292	Maintenance	Maintenance
SAM	T2C015077	MARCIAL SABLAN	Main Office

SAM	T2W056502	MARCIAL SABLAN	Main Office
WCP215	UU4015279	MARCIAL SABLAN	CRT
SAM	2UP069082	MERIZO	Main Office
SAM	T7M015514	MERIZO	Main Office
DC440	NN0002250	MT.SANTA ROSA	Principal's Office
SAM	2UP068320	MT.SANTA ROSA	D
SAM	T2W056565	MT.SANTA ROSA	D
WCP215	UU4013999	MT.SANTA ROSA	Principal's Office
DC470	ND8001455	MULLUAN	Main Office
DWC 665	PY7003320	MULLUAN	Main Office
SAM	2UP073916	MULLUAN	Main Office
WCP215	UU4013942	MULLUAN	Main Office
DC420C2	NL2001512	OCEANVIEW	Principal's Office
DC420C2	NL2001555	OCEANVIEW	Library
DC420C2	NL2001773	OCEANVIEW	VP OFFICE
DC460	NE4000768	OCEANVIEW	Admin Office
SAM	2UP069367	OCEANVIEW	Main Office
SAM	T7M015605	OCEANVIEW	Admin Office
WCP215	UU4013940	OCEANVIEW	Counseling
WCP215	UU4016056	OCEANVIEW	VP OFFICE
WCP215	UU4016106	OCEANVIEW	VP OFFICE
DC460	NE4001402	ORDOT CHALAN PABD	Teacher's Lounge
SAM	COH032267	ORDOT CHALAN PABD	Main Office
SAM	G4E020917	ORDOT CHALAN PABD	Main Office
DC440	NN0101284	PACE	PACE
SAM	G4E023636	PACE	PACE
DC432	NM9101206	PC LUJAN	Library
DC460	NE4010701	PC LUJAN	Main Office
SAM	2UP068204	PC LUJAN	Main Office
SAM	G4E020975	PC LUJAN	Main Office
DC470SL	NE0001569	Personnel	Personnel
DC420C2	NL2001843	PPS	PPS
SAM	T2W056373	PPS	PPS
DC460	NE4001336	PRICE	Admin Office
SAM	2UP068352	PRICE	Admin Office
SAM	T9R104437	Principal's Office	Brodie
DWC 665	PY7005762	Procurement	Procurement (loaner)
SAM	G-E008251	Procurement	Procurement -at CIP
SAM	R4F036172	Procurement	Procurement
DC420C2	NL2001971	RP & E	RP & E
SAM	T2W053196	RP & E	RP & E
5900	DU4001205	SIMON SANCHEZ	Copy Room
DC420C2	NL2001521	SIMON SANCHEZ	Library
DC420C2	NL2001544	SIMON SANCHEZ	Counseling
DWC 657	T9R137500	SIMON SANCHEZ	
SAM	2UP070108	SIMON SANCHEZ	Counseling
SAM	G4E021004	SIMON SANCHEZ	Main Office
SAM	T2W056512	SIMON SANCHEZ	JROTC/Cafeteria Area
WCP215	UU4016148	SIMON SANCHEZ	Nurses
WCP215	UU4016260	SIMON SANCHEZ	ROTC
5900	DU4001353	SOUTHERN	Main Office
DC420C2	NL2001504	SOUTHERN	English
DC420C2	NL2001508	SOUTHERN	Freshman Academy
DC420C2	NL2001706	SOUTHERN	Math
DC420C2	NL2001764	SOUTHERN	Science
DC420C2	NL2001809	SOUTHERN	Health
DC420C2	NL2001822	SOUTHERN	Social Studies
DC420C2	NL2001972	SOUTHERN	Library
DC460	NE4010981	SOUTHERN	Counseling
DWC 665	PY7007411	SOUTHERN	Counseling
DWC 665	PY7008082	SOUTHERN	Library
DWC 665	PY7009219	SOUTHERN	Main Office
WCP215	UU4021067	SOUTHERN	Library
DC420C2	NL2001711	SPECIAL ED	Libang Famiguon
DC420SX	NL3002819	SPECIAL ED	Rm D Bldg 13-34, Tiyon
DC420SX	NL3001485	SPECIAL ED	OT/P.T, 1102 J St, Tiyon
DC420SX	NL3101026	SPECIAL ED	Physc Services
DC440SLX	NG4003726	SPECIAL ED	CRT Rm V, Tiyon
DC440SLX	NG4003729	SPECIAL ED	Rm J
DC440SLX	NG4003786	SPECIAL ED	Rm D Bldg 13-34, Tiyon
DC470	NE0085508	Special Ed	Data Room H
DCC550 Color	FU2051722b	Special Ed	TEACHER'S CENTER

DCCS50 Color	FU2053799b	Special ED	Compliance & Data
SAM	T2W056505	SPECIAL ED	Bldg 13-34 Rm H, Tyan
DC440SLX	NG4002305	SPECIAL ED	Hse 22 Dean's Circle/Infant Toddler
DWC685	PY7010318	TALOFOFO ELEMENTARY	Business Office
SAM	2UP069113	TALOFOFO ELEMENTARY	Main Office
DWC 657	T9R137506	TAMUNING	0
SAM	2UP068390	TAMUNING	
SAM	RA4035490	TAMUNING	0
5900	DU4001379	TEACHERS CENTER	TEACHER'S CENTER
DCCS50 B/W	FU2051722	TEACHERS CENTER	TEACHER'S CENTER
DCCS50 B/W	FU2053799	TEACHERS CENTER	Compliance & Data
SAM	G4E020989	TEACHERS CENTER	TEACHER'S CENTER
DC432	NM9101201	UNTALAN	Business Office
DC440SLX	NG4003990	UNTALAN	Counseling
SAM	T2C015048	UNTALAN	Main Office
SAM	T2W056510	UNTALAN	Main Office
DC460	NE4001286	UPI	Teachers Workroom
SAM	2UP070146	UPI	Office
WCP215	UU4016257	UPI	Nurse Office
SAM	T2W056605	UPI	Library
DC420C2	NL2001848	UPI	Library
DWC 657	T9R137499	Warehouse	Warehouse
SAM	4WT110489	Warehouse	Warehouse
DC480	NE4001304	WETTENGEL	Wettengel Elem. School
DWC 657	T9R139605	WETTENGEL	Wettengel Elem. School
SAM	RA4035492	WETTENGEL	Wettengel Elem. School
WCP215	UU4016109	WETTENGEL	Principals Office



GUAM PUBLIC SCHOOL SYSTEM
OFFICE OF SUPPLY MANAGEMENT

Manuel F.L. Guerrero / Administration Building
2nd Floor, Suite B-202
Hagåtña, Guam 96932
Telephone: (671) 475-0436/0440
Fax: (671) 472-5001
Email: roke@guamcell.net



LUIS S.N. REYES
Superintendent of Education

ROQUE A. ALCANTARA
Administrator, Supply/Procurement

September 28, 2007

Xerox Corporation
137 Murry Blvd.
Hagatna, Guam 96910

Attn: Michael Salas
Services and Solutions Executive

Project Name: Contractual Services to Provide Document Services for all Guam Public Schools
and Support Facilities

Project Number: Agreement 7002364

Subject: Continuance of Service

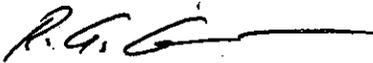
Dear Mr. Salas

This letter is to notify you of the Guam Public School System's intend to extend your company for the continuance of providing document services at all the public schools and support facilities.

This office has received authorization from the Superintendent of Education for operating expenses for essential needs and document service is one of them.

Therefore, this letter of continuation is issued to your company to proceed with the Document Services for GPSS. This letter of continuation shall incorporate all the **General Conditions, General Provisions, Specification/Performance Standards, Scope of Work** as stipulated in Agreement 7002364.

Your contract is extended for a period of twelve (12) months commencing October 1, 2007 through September 30, 2008. The point of contact for this contract shall be with the Administrator of the various schools and support facilities. Should you have any questions regarding this matter, contact this office at 475-0440.


ROQUE A. ALCANTARA
Administrator, Supply/Procurement

cc: Superintendent of Education
Acting GPSS CFO
Contract File

**DOCUMENT SERVICES AGREEMENT
RENEWAL AMENDMENT**

THIS AMENDMENT Number 17 (the "Amendment") sets forth terms and conditions upon which Department of Education, Guam ("Customer" or "you") and Xerox Corporation ("Xerox"), have agreed for Xerox to continue to provide Services ("Services") to you under the Agreement Number 7002364 (the "Agreement") between you and Xerox.

- TERM.** Xerox shall provide Services to you during the 60 month term of this Renewal period; that is January 1, 2005 through December 31, 2009 ("Renewal Term").
- SERVICES.** Xerox will perform the Services as set forth in the attachment(s) checked below. The Services set forth therein supercede and replace any such Services as may have been previously set forth in the Agreement and its amendments and/or attachments.

<input checked="" type="checkbox"/> Statement of Work Addendum 52523		
<input type="checkbox"/> Supplemental Services Detail Addendum	<input type="checkbox"/> Performance Standards Exhibit	<input type="checkbox"/> Description of Services Addendum

- EQUIPMENT DETAIL.** The Equipment provided under this Amendment ("Equipment") is as set forth in the specific Equipment Detail Addendum that is referenced by the form number checked below. The Equipment set forth therein supercedes and replaces any Equipment as may have been previously set forth in the Agreement and its amendments and/or attachments.

Form # 52091-1 Form # 52091-2 Form # 52091-3 Form # 52091-4

- PRICING.** The pricing for the Renewal Term is set forth herein and supercedes and replaces any such pricing previously set forth in the Agreement and its amendments and/or attachments. If applicable, additional pricing elements may be set forth in a Pricing Detail Addendum attached to this Amendment.

Amendment Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum			Charge per Impression Above Minimum		
		B/W on B/W Eq.	B/W on Color Eq.	Color	B/W on B/W Eq.	B/W on Color Eq.	Color
01/01/2005 to 09/30/2005	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2005 to 09/30/2006	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2006 to 09/30/2007	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2007 to 09/30/2008	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2008 to 09/30/2009	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
10/01/2009 to 12/31/2009	\$133,037	2,427,400	10,000	80,000	.0120	.0143	.1000
to							
<input checked="" type="checkbox"/> Monthly Equipment Buyout Amount: 13,724.00		<input checked="" type="checkbox"/> 3rd Party Funds Payment Amount: 5,458.00					
<input type="checkbox"/> Supplemental Pricing Addendum Attached		<input checked="" type="checkbox"/> Other Addendum Attached: 52083					

- BUYOUT FUNDS.** If this Amendment includes a Monthly Equipment Buyout Amount, this amount is included in the Monthly Minimum Charge (unless the Amendment does not include a Monthly Minimum Charge, in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. Should the Agreement be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts owed under the Agreement, an amount equal to the remaining principal balance of the Buyout Funds.
- SERVICES GUARANTEE**
 - SERVICES.** Services shall be performed hereunder in a skillful and professional manner. If you believe that Xerox has failed to perform any Services as set forth herein, you shall notify Xerox in writing that, with specificity, describes Xerox's alleged failure to perform. As your exclusive remedy, Xerox, within thirty (30) days of its receipt of said written notice, will then either correct our failure to perform or redo the work at no additional charge to you.

**DOCUMENT SERVICES AGREEMENT
 RENEWAL AMENDMENT**

- b. **PERSONNEL.** Xerox will provide personnel to perform the Services as set forth herein. While performing Services, the personnel provided by Xerox will comply with your applicable security and safety regulations that you notify Xerox of in writing. Requested Services outside your standard working hours will be at Xerox overtime rate. While Xerox is performing Services for you hereunder, and for six (6) months after this Agreement terminates or expires, you agree that you will not approach, solicit or hire any employee, agent or independent contractor of Xerox, through employment or otherwise, without Xerox's prior written consent. If you violate the preceding sentence, you agree to pay as liquidated damages, and not as a penalty, to Xerox an amount equal to one-half of the then current annual compensation of said employee or agent, or the amount paid to or on behalf of the person during the prior six (6) months in the case of an independent contractor.
- c. **EQUIPMENT/SOFTWARE.** In providing the Services, as set forth herein, Xerox will provide and/or operate the equipment/software listed in this Agreement ("Equipment" and "Software"). If, during the term of this Agreement, Xerox is unable to maintain the Xerox-owned, Xerox-brand Equipment in good working order, Xerox, at its option, will, as your exclusive remedy for Xerox's failure to keep the Equipment in good working order, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions. For the Equipment, Xerox will provide standard supplies (i.e., toner (excluding highlight color toner), developer, and fuser agent) required to make impressions up to 8½ by 14 ("Supplies"), provided such Supplies are already included in the pricing, as set forth in this Agreement. If, as set forth in this Agreement, the Supplies include paper, Xerox may adjust the pricing of the paper portion of this Agreement upon thirty (30) days notice or either party may terminate the paper portion of this Agreement upon thirty (30) days notice.
7. **3RD PARTY FUNDS.** If, in conjunction with providing Services hereunder, Xerox has provided funds ("3rd Party Funds") to acquire certain Xerox-brand equipment and/or non-Xerox brand equipment ("3rd Party Equipment") and/or to license software ("3rd Party Software"), then the Monthly Minimum Charge associated with this Amendment includes a 3rd Party Funds Payment Amount ("Payment Amount"), unless the Amendment does not include a Monthly Minimum Charge, in which case this monthly Payment Amount will be shown as a separate line item on your invoice. If the Agreement is terminated prior to expiration for any reason, or a unit of 3rd Party Equipment/Software is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts due and owing hereunder, that portion of the balance of 3rd Party Funds that is associated with each affected unit of 3rd Party Equipment/Software, discounted through the end of the Agreement term at the higher of 6% or the lowest rate allowed by law. You agree to maintain the manufacturer's maintenance services agreement for any remaining 3rd Party Equipment, as well as any applicable software licenses during the period that the 3rd Party Software is in use. Express warranties, if any, for such equipment shall be available to you. However, if such warranties are not available or have expired, cost of replacement shall be your sole expense.
8. **COMPLIANCE WITH LAWS.** Xerox will fully comply with all applicable laws and regulations in the performance of the Services. You agree that all facilities at which the Services are to be performed will fully comply with all applicable laws and regulations as well as your security and safety regulations provided to Xerox. Unless and until you purchase the Equipment, you hereby authorize Xerox or its agents to file all documents necessary to protect Xerox's rights in the Equipment (including any Uniform Commercial Code protective filings in favor of Xerox). You also represent that you will not request Services that constitute copyright infringement or otherwise violate any intellectual property rights.
9. **PAYMENT, BREACH & REMEDIES AND TAXES.** You agree to pay Xerox all payments and all other sums due hereunder (including, but not limited to, any non-standard delivery or removal expenses incurred) within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier. Restrictive covenants on checks you send to Xerox will not reduce your obligations. If any payment is not received by Xerox on or before the date it is due, Xerox may charge you, and you agree to pay, a late charge to cover Xerox's costs of collection equal to \$25.00 (not to exceed the maximum amount permitted by law). You will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due or if you breach any other obligation hereunder. If you default, Xerox,

**DOCUMENT SERVICES AGREEMENT
RENEWAL AMENDMENT**

XEROX CORPORATION

CUSTOMER

Ginny Serikaku

Name (Please Print)

Signature

Controller

Title

Date

12/16/04

Juan P. Flores

Name (Please Print)

Signature

Title

Date

Superintendent

12/16/04

Vertical text on the right margin.

**DOCUMENT SERVICES AGREEMENT
 RENEWAL AMENDMENT**

In addition to its other remedies (including the cessation of Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); and (b) any applicable Early Termination Charges or monthly equipment charges set forth under the Agreement. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs. The Monthly Minimum Charge is billed in advance (with any additional Charge per Impression above Minimum billed in arrears). If the Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month and the terms and conditions of this Agreement will apply. All applicable taxes shall be added to your payment amount (unless you provide proof of your tax-exempt status). These taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes but do not include taxes based on Xerox' net revenue.

10. **LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.
11. **CREDIT HISTORY.** As part of this transaction, you authorize Xerox (or its agents) to obtain credit reports (including in connection with credit analysis or subsequent review, collection or enforcement of your obligations hereunder); make such other credit inquiries as Xerox may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement, information Xerox has about you and any of the foregoing. Even if Services have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.
12. **ASSIGNMENT.** You may not assign any of your rights or obligations under the Agreement. Xerox may assign the Agreement and/or any Amendment thereto, in whole or in part, without prior notice to you and may release information Xerox has about you. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox pursuant to the Agreement or any Amendment thereto. You shall continue to look to Xerox for performance of Xerox's obligations hereunder, and you hereby waive and release any assignees of Xerox from any such claim. To the extent Xerox notifies of any such assignment, you shall make all payments due hereunder in accordance with the instructions of such assignee(s). You shall not assert any defense, counterclaim, or setoff that you may have or claim against Xerox against any assignees of Xerox.
13. **ATTACHMENTS.** This Amendment references attached addenda, exhibits, and/or Statements of Work. You acknowledge that the indicated attachments are hereby integrated into this Amendment and have been provided to you.
14. **ENTIRE AGREEMENT.** The Agreement and this Amendment, and their respective attachment(s), as to their subject matter, exclusively and completely state the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. If the Agreement and its attachment(s) conflict with this Amendment and its attachment(s) or otherwise deemed non-operative by this Amendment, this Amendment and its attachment(s) will control. The parties, by their representatives signing below, agree with the terms of this Amendment and further certify that their respective signatories are duly authorized to execute this Amendment. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be considered an equivalent to the original. All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.



Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

Service(s) Provided: Administrative & Account Management Services

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>Customer Interface</p> <p>The Xerox Account Associate is available on call to provide contracted services to the client.</p>	<p>The Xerox Account Associate is available on call to provide contracted services to the client on the following days of the week: Monday through Friday For eight hours per day, With standard hours of 8:00am to 5:00pm <u>(except standard Xerox and client holidays.)</u></p>	<p>AAS-101</p>
<p>Equipment Tracking</p> <p>Xerox Managed Services maintains an equipment listing with each devices' model number, serial number and location for all the equipment managed under this contract.</p>		<p>AAS-201</p>
<p>Machine Move Coordination</p> <p>Xerox may coordinate equipment relocations for equipment managed by Xerox Services under this agreement. Client will be responsible for any applicable move costs incurred for client requested and approved equipment moves.</p>		<p>AAS-202</p>
<p>End-user support and training</p> <p>The Xerox Account Associate may respond to questions regarding the operation of equipment and provide basic end-user operator support where appropriate</p>		<p>AAS-203</p>
<p>Supplies Management Support</p> <p>Xerox coordinates the inventory and reorder of client replaceable supplies at client agreed-upon locations.</p>	<p>Xerox provides supplies management support for up to 284 devices At the following locations: Locations listed in the DSA agreement.</p>	<p>AAS-204</p>

Requests for services above will be subject to equipment/resource availability. This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

¹The Service Market Code is for Xerox internal use purposes only.



Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>Key Operator Support</p> <p>Xerox replenishes client replaceable supplies and provides light output device maintenance (key-op) at client agreed-upon locations and schedules. (e.g. clean device exterior and clear jams).</p>	<p>Xerox provides key-op support for up to 284 devices.</p> <p>At the following locations: Locations listed in the DSA agreement.</p> <p>Per the following schedule/frequency: Twice monthly</p>	<p>SM-501</p>
<p>Meter Read Services</p> <p>Xerox gathers and submits meter reads monthly to the individual or vendor responsible for entering meter read data into the billing process.</p> <p>Xerox delivers the meter read report to client specified contacts and client specified vendors.</p>	<p>Xerox provides meter reading services for up to 284 devices</p> <p>Locations where Xerox physically reads meters: Locations listed in the DSA agreement.</p> <p>In other documented locations covered by this agreement Xerox will facilitate gathering of client provided meter reads.</p>	<p>CE-207</p>
<p>Reporting</p> <p>Reporting provides client print volume and usage trends. Reporting may be customized to meet new client requirements if mutually agreed upon by both parties.</p>	<p>Client reporting will be provided by the Xerox Services Client Account Manager on a monthly basis. The Client Account Manager will develop and document a reporting communication schedule with the key customer account contact.</p>	<p>AAS-601</p>
<p>Account Review</p> <p>Xerox holds operations reviews with the client to:</p> <ol style="list-style-type: none"> 1. Review reporting results, services performance against objectives, outstanding issues, and other agreed-upon agenda items. 2. Review opportunities for improvement. 	<p>Account reviews will be scheduled and conducted with the client by the Client Account Manager on a quarterly basis.</p>	<p>CE-604</p>
<p>Customer Satisfaction Survey</p> <p>The client will receive regular customer satisfaction surveys. Surveys are used to measure equipment, personnel, and managed services satisfaction.</p>	<p>Xerox Services administers customer satisfaction surveys via a 3rd Party on an annual basis.</p>	<p>AAS-700</p>

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Services Defined As Of: November 30, 2004

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>Assistance to IT Staff for Device Deployment</p> <p>Xerox to assist DOE IT (FSAIS) staff in facilitating the loading of print drivers for device deployment.</p>	<p>Xerox to assist DOE's IT staff in facilitating the loading of print drivers for device deployment. Depending upon the manner in which print drivers are handled ("pushed out" versus loaded on each client), should incremental Xerox resources be required to facilitate the loading of print drivers, Xerox can provide additional resources to be billed at an agreed upon incremental hourly rate.</p>	<p>AAS A1</p>

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Statement of Work Addendum

Agreement # 7002364

Services Defined As Of: November 30, 2004

Management Services

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

Xerox technology specialists are available as contracted, to support ongoing technical needs and troubleshoot operational issues.

Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

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