



AMENDMENT #1 TO CONTRACT

NASPO ValuePoint Master Agreement Terms and Conditions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Nevada (Lead State)

**Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701**

**Contact: Shannon Berry, Assistant Chief Procurement Officer
Phone: (775) 684-0171 • Fax: (775) 684-0188
Email: sberry@admin.nv.gov**

and

**Xerox Corporation
45 Glover Avenue
Norwalk CT 06856-4505**

**Contact: Annie Van Gilder, National Consultant/Contract Manager
Phone: (480) 588-8313 • Fax: (877) 518-4579
Email: annie.vangilder@xerox.com**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3091 and dated February 11, 2015, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. This amendment is to revise language in Section 5 – Lease Terms 3) of Attachment BB – Negotiated Items, as follows:

Current Contract Language:

5. Xerox Terms and Conditions – Lease Terms:

- 3) **DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.** You will be in default under this Agreement or an Order if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic 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 percent (1%) per month (not to exceed the maximum amount permitted by law); (b) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of an Order, discounted at 4% per annum; and (c) all applicable Taxes.. Customer will notify Xerox and make the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default.

Amended Contract Language:

5. Xerox Terms and Conditions – Lease Terms:

- 3) **DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.** You will be in default under this Agreement or an Order if (1) Xerox does not receive any payment within ~~fifteen (15)~~ **forty-five (45)** days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic 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 percent (1%) per month (not to exceed the maximum amount permitted by law); (b) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of an Order, discounted at 4% per annum; and (c) all applicable Taxes. **Except for applicable taxes, the charges to be assessed under this provision shall apply only to operational, non-cancelable rentals and capital leases, and the total charges shall not exceed the amounts allowed under Section 5.4.2.3 of RFP #3091. Interest, late charges or lease minimum payments under this subsection shall not be assessed if termination is required due to an event of non-appropriation of funds or termination of funding to a government entity Customer.** Customer will notify Xerox and make the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

David Farrell 5/12/15 Finance Director
Independent Contractor's Signature Date Independent's Contractor's Title

State of Nevada (Lead State) Approval:

Greg Smith 5/13/15 CPO, NV State Purchasing Administrator
Greg Smith Date

Approved as to form by:

[Signature] On 13 May 15
Nevada Deputy Attorney General for Attorney General (Date)