# Approved for the use by New Mexico State Agencies and Local Public Agencies

# **Exhibit A to Master Lease Agreement**

Master Lease Agreement Number: #90-000-00-00086

Schedule Number: 1715

State and Local Government Master Lease Purchase Agreement

# **SCHEDULE**

Xerox Corporation("Lessor") and Santa Fe County ("Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement. This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Lease Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provision of this Schedule is a "True Lease" with an option to purchase equipment at fair market value and is not an installment or financing lease agreement.

- 1. Lease.
  - a. Description of Items of Leased Equipment: WC3615DN (WorkCentre 3615DN) Total Cost: \$90.27 per month (excluding applicable tax) includes 2,500 black prints 2,501 + prints = \$0.0200 each.
  - b. Term: 48 Months commencing from the date the equipment is installed (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Attachment A)in which Acceptance Date occurs).
  - c. Rent:
- 2. Pricing Expiration Date: 48 months from the date the equipment is installed.Lessor's obligation to purchase and lease the equipment is subject to the Acceptance Date being on or before Pricing Expiration Date.
- 3. Equipment Location: Courts Services 225 Montezuma Ave. Santa Fe, NM 87501
- 4. Seller: Xerox Corporation.
- 5. Additional Provisions: Lease term commences on the date the equipment is installed.
- 6. Fiscal Period: (Annual): 2013-2014.

Lessor agrees to Lease and Lessee agrees to Lease from Lessor the Equipment describes in Section 1.A above. Such Lease will be covered by the Master Lease Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee: Santa Fe County Lessor: Xerox Corporation
Company Name

Katherine Miller, Co. Mg

Date: 2.25.14

Richard Martinez, Major Account Manager

Date: 2/13/14

Revision 01/21/03

Approved as to form Santa Fe County Attorney

p.

# PURCHASE REQUISITION NBR: 0000145241

REQUISITION BY: DMLOVATO STATUS: REQ-APRVL < \$500 REASON: LEOF/XEROX COPY MACHINE - COURTS DIVISION DATE:

LINE DESCRIPTION SHIP TO LOCATION: COUNTY SHERIFF'S OFFICE SUGGESTED VENDOR: QUANTITY UOM 12102 XEROX CAC COST EXTEND COST DELIVER BY DATE: 6/30/14 VENDOR PART NUMBER 1/23/14

1.0000

255.54

MODEL# WC3615DN (WORKCENTRE 3615DN)
CARRIER DELTV/INSTAL; STAND WITH STORAGE
ADDTL 550 SHEET RAY, ANALYST SERVICES
METER 1 INCLUDES 2,500 PRINTS
2,501 + PRINTS = \$0.0200 EACH
(TRADE IN OF XEROX WC3550 S/N VMA662971 AS OF PAYMENT 36) 48 MONTH LEASE REQUESTOR: CAPTAIN ADAN ENDOWN
XEROX COPY MACHINE 255.54 ΕA

MAY & JUNE 2014 SERVICES
MINIMUM MONTHLY USAGE @ \$90.27 (2) = \$180.54
ESTIMATED OVERAGES @ \$75.00
ALL SUPPLIES ARE INCLUDED
EXCLUDING PAPER AND STAPLES PRICING FIXED FOR TERM

AGREEMENT BEGINS ON INSTALL DATE OF MACHINE COMMODITY: SUBCOMMOD: MISC

N TAX
NEW MEXICO TAX @ 5.1250%
CITY OF SANTA FE TAX @ 3.0630%
\*\*\*\*\* AUGUST 10, 2009 - JUNE 30, 2014 COMMODITY: SPA# 90-000-00-00086 SUBCOMMOD: MISC 20.92 ΞA

1.0000

20.92

REQUISITION TOTAL: 276.46

TINE # N ACCOUNT 24612014247001 24612014247001 OTHER OPERATING COSTS
RENT OF EQUID / MACHINERY
OTHER OPERATING COSTS
RENT OF EQUID / MACHINERY ACCOUNT INFORMATIO PROJECT z 100.00 100.00 AMOUNT 255.54 276.46 20.92

REQUISITION IS IN THE CURRENT FISCAL YEAR

# SANTA FE COUNTY

# INTERNAL PURCHASE REQUISITION (IPR)

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						Note			City of Santa Fe Tax	Now Movies Toy	Overages @ \$53.00		\$180.54	Xerox Copier - Cour			Requested By:	Note Unit Type Cost: E	эа	SANTA FE, NM Enter Zip:	35 Camir	Santa Fe Count	Diana	SANTA FE COUNTY	address if different than SI	SD	Ship To Code	1 5010						
						Notes / Comments:			x @ 3.0630%	n 100000			\$180.54	Xerox Copier - Courts, Model WC3615DN: May			Captain Adan Mendoza	Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.	DESCRIPTION	87508	35 Camino Justicia	Santa Fe County Sheriff's Office	a M. Lovato		Enter address if different than Ship To Code Address Above	The Following Items to be Used On/At (Location):	DEPARTMENT / DIVISION :							
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Date Completed by Requestor:

Creator Name:

Diana M. Lovato 1/31/2014

# ATTACHMENT A

6 1	48 Month FMV Lease Contract #072471800 NM SPD # 90000000086	A COLUMN TO THE PARTY OF THE PA
	WSCA # 1715  All Supplies Are Included excluding Paper and Staples;  Pricing fixed for term.	
Covers	WC3615DN (WorkCentre 3615DN) \$90.27 per month (excluding applicable tax) \$90.27 per month (excluding applicable tax) Carrier Deliv/instal; Stand with Storage; Addtl 550 sheet tray; Analyst services. Addtl 550 sheet tray; Analyst services. Meter 1 includes 2,500 prints 2,501 + prints = \$0.0200 each Trade in of Xerox WC3550 S/N VMA662971 as of payment 36	
alc	W7220P (W7220P 2 Tray) \$128.19 per month (excluding applicable tax) 1 line fax; Postcript Kit; Customer ed; Analyst services. 1 line fax; Postcript Kit; Customer ed; Analyst services. Meter 1 includes 1,000 prints 1,001 + prints = \$0.0085 each Meter 2 Color all prints = \$0.0700 each  Trade in of Xerox WC3550 S/N VMA662994 as of payment 36	



Terms and Conditions

## INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

### **GOVERNMENT TERMS:**

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is

your intent to use the Products for the entire lease term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

## PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

### **GENERAL TERMS & CONDITIONS:**

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox s request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being

	WSCA Group A Xerox Office Products Sements 2 (Desktop/Console)	erox Offic	e Product	s Sement	s 2 (Desk	top/Cons	ole) - 10				
AND	Fair Market Value Lease Pricing	Value Lea	se Pricing	i	Update November 27, 2013	er 27, 201	က		***		
Andrew Andrews	See Optional Maintenance Plans for More	ance Plan	s for More	Cost Eff	Cost Effective Plans Based on Volume	ns Based	l on Volur	ne			
Mainframe	Descriptions/Accessories	Cust. Base	Cust. Base	Cust. Base	Cust. Base	B/W Copy	Color Copy	B/W Rate	Color Rate	Supply	Staples
		24 Month	36 Month	48 Month	60 Month	Allow	Allow	Over Allow	Over Allow	Include	
	Group A										
Segment 2 Desktop	WorkCentre 3615DN B/W Multifunctional Printer, Print/Copy/Scan/Fax, up to 47 PPM, Letter/Legal, 1200DPI, USB, ETHERNET, 1200x1200DPI, 550- Sheet Paper Tray, Automatic 2-SIDED Output, 110V	\$46.99	\$33.16	\$26.28	\$22.19	0	0	\$0:0200 x 2,565 150.02	\$0.000	Yes	O <sub>N</sub>
	MAY Choose One of the Following:										
	1DAYAIR2 -Next Day Air Delivery to Customer	\$3.08	\$2.17	\$1.72	\$1.45						
	DRCINST -Carrier Delivery & Install	\$3.41	\$2.40	\$1.90	\$1.61						
	MB6 -Wireless Networking Adapter	\$4.76	\$3.35	\$2.66							
	PRODKIT - Productivity Kit 4GB	\$9.55	\$6.74	\$5,35	\$4.51						
	Seat	\$15.08	\$10.63	\$8.43							
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats	\$42.68	\$30.12	\$23.88	\$20.17						
	STNDSTORE -Stand with Storage	\$14.36	\$10.13								
	WCTRAY1 -WC Additional 550 Sheet Tray	\$7.25	\$5.12								
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WC5325 Segment 2 Desktop	Workcentre 5322 with 110 sheet DADF, Starta, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Security, 25 PPM DC Initialization Kit, Xerographic	00.08 <del>\$</del>	0 0 0 0 0 0	6000	9 0 0 0					0	2
	MAY Choose One of the Following:										
	INTGDFN -Integrated Office Finisher	\$30.53	\$21.55		\$14.43						
	OFC-FINLX -Office Finisher	\$34.91	\$24.63	\$19.53	\$16.50						
	MAX Oboses One of the Following:										
	1FAXLINA -Single Line - LAN - iFAX Kit	\$29.20		\$16.34	\$13.80						
	3FAXLINA -3 Line - LAN - iFAX Kit	\$60.84	\$42.93								
	5325CPIIPG -Printer I Ingrade Kit	\$48 69									
	CNVSTPLR -Convenience Stabler	\$14.55									
	ENVLPKT -Envelope Tray	\$13.01		\$7.28	\$6.15						
	FIDKIT -Foreign Interface Kit	\$15.22	l								
	FINLX-3HP -2/3-Hale Punch	\$10.90	\$7.69								
	FINLX-BM -Booklet Maker Unit	\$34.86	\$24.60	\$19.50							
11000		01070	00 000		ı			l	0000		34
WC33251 Segment 2 Console	WorkCentre 5325 with 110 sheet DADF, landern Iray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Security, 25 PPM DC Initialization Kit, Xerographic Module Starter Toner	\$127.04	50.00 50.00	90.17\$	400.00¢	,		60000000000000000000000000000000000000		0 U	2
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SANTA FE NM 87507 - TRH 8.0 MRH 16.0 KCM K-OP CHRISTEN DIST 3252 73/04 INST 0 HW SR 950185 SW SR PO#  TU 0800-1700 WE 0800 NO ACTIVITY OUTSTANDING	CCA N	HR 0800 - 1700	EQUIP SHIFT		994 3550 OF SANTA FE JA DEL RIO	COUNTY O
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XEROX CONFIDENTIAL ISFW0131 EQUIPMENT HISTORY 01/21/14 VMA662971 3550 OP-LSE CUST# 717070304 CCA N COUNTY OF SANTA FE EQUIP ON FILE 225 MONTEZUMA AVE SHIFT 1X5 HR 0800 - 1700 SANTA FE NM 87501 - 2684 TRH 8.0 MRH 16.0 KCM 1.9 K-OP YVONNE DELGADO SANTA FE DIST 3252 73/04 INST 052611 TEL 5059862441 HW SR 950185 SW SR PO# IB TU 0800-1700 WE 0800-1700 NO ACTIVITY OUTSTANDING IF AVAILABLE DEV: PM: DEPART TIME ACT PRB SUB INC C BLR CRED EMPL RESP % DUR NTFD LEV 1 LEV 2 0 15 881484 0931 084 0120 METERS 64111 64111 120613 1234 10 VGS161 071212 1520 10 V2U057 SOLV 060812 1132 10 77 08 36 881484 0242 296 0142 METERS 25411 25411

Serial

#: VMA662971

Machine Description:

WC3550X CN: 717070304

XEEP CN:

954884268

Order #:	UVLH65001	Curr Status:	051	Charge To:	3758
Order Type:	65	Status DT:	05/26/11	Place:	CUST
Order Date:	04/25/11	Old Status:	051	Ship To:	CE83
Bill CD/MT:	219T1	Lst Activ:	06/07/13	Ship From:	3750
MA BIII CD/MT:		FSMA Feed Ind:		Ins Emp#:	323616
Wrksht:	374036	Maint Assur Date:	05/30/16	Ord Emp#:	931689
Install DT:	05/26/11	Contract #/Type:	VNM00000X/	CPC Ind:	C
Warr Exp Date:	05/26/11	XBS Cont/Amend:	1	CPC Code:	C
Conver DT:	05/27/11	Contr Exp DT:		Fin Plan:	F
Cancel CD:	00	Pool ID/Type:	1	SBI:	0
Cancel DT:					

Install Name: COUNTY OF SANTA FE COURTS

L/L INIT: Unknown

Address: 225 MONTEZUMA AVE SANTA FE NM 87501

**IMIS** Details

# **Establishment** Customer View OTC Account Numbers

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Serial # A	udits	inco-1 to have been defined to the		1.00ml (c)	
Serial #:	VMA662994	Machine WC3! Description:	550X CN: 71707031	XEEP CN:	954889416
Order	UVLJ89001	Curr Status:	051	Charge To:	3798
#:	01250501	Status DT:	05/27/11	Place:	CUST
Order Type:	65	Old Status:	061	Ship To:	CE83
Order		Lst Activ:	01/04/14	Ship From:	R769
Date:	04/25/11	FSMA Feed Ind:		Ins Emp#:	323616
Bill	219T1	Maint Assur Date:	05/30/16	Ord Emp#:	931689
CD/MT:		Contract #/Type:	ZNM00000X/	CPC Ind:	C
MA Bill CD/MT:		XBS Cont/Amend:		CPC Code:	C
Wrksht:	895036	Contr Exp DT:		Fin Plan:	F
Install DT:	05/27/11	Pool ID/Type:		SBI:	0
Warr Exp Date:	05/27/11				
Conver DT:	05/28/11				
Cancel CD:	00				
Cancel DT:					

L/L Unknown

Install Name: COUNTY OF SANTA FE ANIMAL CONTROL

Address: 100 CAJA DEL RIO SANTA FE NM 87507

IMIS Details

Establishment Customer View OTC Account Numbers