



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000055776
Quadient, Inc.
478 Wheelers Farms Road
Milford, CT 06461

Larry Waters
Email: l.waters@quadient.com
Telephone No.: 281-216-4596

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested at time of order

Number: 80-00000-18-00045AA

Amendment No.: Three

Term: July 13, 2018 – May 14, 2021

NASPO Link:

<https://www.naspo.valuepoint.org/portfolio/mailroom-equipment-supplies-and-maintenance-2017-2022/quadient-inc/>

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Title: **Mailroom Equipment, Supplies, and Maintenance**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 15, 2020 to May 14, 2021 at the same price, terms and conditions.

In addition to the extension, effective immediately, Neopost and its affiliates have changed their names as follows:

Current Name	Vendor #	New Name
Neopost USA Inc.	0000055776	Quadient, Inc.
MailFinance Inc. (Leasing affiliate)	0000061340	Quadient Leasing USA, Inc.
Mailroom Finance Inc. (NeoFunds/TotalFunds, not applicable to all)	0000069352	Quadient Finance USA, Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/5/2020

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:

0000055776
Neopost USA Inc.
478 Wheelers Farms Road
Milford, CT 06461

Telephone No. 281-216-4596

Price Agreement Number: 80-000-18-00045AA

Price Agreement Amendment No.: Two

Term: July 13, 2018 – May 14, 2020

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:

As Requested at time of order

Title: **Mailroom Equipment, Supplies, and Maintenance**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 15, 2019 to May 14, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Richard Rodriguez for
New Mexico State Purchasing Agent

Date: 3/19/19

AM



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000055776
Neopost USA Inc.
478 Wheelers Rd
Milford, CT 06461

Telephone No. (281) 216-4596

Price Agreement Number: 80-000-18-00045AA


Price Agreement Amendment No.: One

Term: July 13, 2018 – May 14, 2019

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:

As Requested

Procurement Specialist: Savannah Quintana 

Telephone No.: (505) 827-0483

Email: Savannah.Quintana@state.nm.us

Title: Mailroom Equipment, Supplies, and Maintenance

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add the following Authorized Dealer for Neopost USA Inc.:

**General Mailing and Shipping Systems Inc.
Kristen Briggs
8532 Paseo Alameda NE
Albuquerque, NM 87113
505-883-322**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 9/13/2018



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
0000055776
Neopost USA Inc.
478 Wheelers Rd
Milford, CT 06461

Telephone No. (281) 216-4596


Price Agreement Number: **80-000-18-00045AA**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: **Savannah Quintana** 
Telephone No.: **(505) 827-0483**

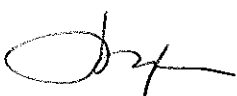
Invoice:
As Requested

Title: Mailroom Equipment, Supplies, and Maintenance

Term: July 13, 2018 – May 14, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 7/13/2018



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Master Agreement #: ADSPO16-169901

Contractor: **NEOPOST USA INC.**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.
 - Postage Meter Rental
 - Mailing Systems-Ultra Low, Low, Medium, High, Production Volume
 - Integrated Postal Scales
 - Letter Openers-Low, High Volume
 - Letter Folders-Low, High Volume
 - Folder-Inserters-Low, Medium, High, Production Volume
 - Envelope Addressing System-Low, Medium, High, Production Volume
 - Tabbers-Low, Medium, High Volume
 - Extractors
 - Mail Furniture
 - Software License & Subscription

Master Agreement Terms and Conditions:

1. Scope: Contractor shall provide equipment, services, and support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
 - a. This Price Agreement is intended for statewide use by all State of New Mexico agencies, commissions, institutions of higher education, political subdivisions and local public bodies allowed by law.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the State of Arizona

Contractor

Name: Larry Waters
Address: 478 Wheelers Farms Rd. Milford, CT 06461
Telephone: (281) 216-4596
Fax: (203) 301-2600
Email: l.waters@neopost.com

Participating Entity

Name: Lawrence O. Maxwell
Address: 1100 Saint Francis Dr. Room 2016 Santa Fe, NM 87505
Telephone: (505) 827-0483
Fax:
Email: Savannah.Quintana@state.nm.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Taxes

The Contractor shall be reimbursed by the Procuring Agency for only applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX OR OTHER TAX(ES) WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Not Applicable

E. Performance Bond.

Not Applicable.

Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on May 14, 2019. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 5 years. Lead State amendments to extend the term date may be incorporated into this Participating Addendum by mutual agreement of all parties unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. With such further renewals, the total term of the agreement will not exceed a total of ten (10) years in accordance with NMSA 1978 section 13-1-150.

Termination

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such contract termination. This would also apply to section C. Liability below. Additionally, Neopost requests 30 days to reasonably cure a default.

The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**Led by the State of Arizona

within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;
- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
- 5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

Equal Opportunity Compliance.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

Invalid Term or Condition/ Precedence.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable. Any conflict between or among terms, conditions, clauses or other provisions in this Agreement, attachments, or other documents will be resolved by reference to the language of the documents in the following order of precedence:



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

- 1) The Participating Addendum of the State of New Mexico,
- 2) The Master Agreement of the State of Arizona,
- 3) The Master Lease Agreement of the State of New Mexico,
- 4) The RFP of the State of Arizona.
- 5.) NASPO Solicitation – terms and conditions

Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Lawrence O. Maxwell, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

Neopost USA Inc.
478 Wheelers Farms Rd.
Milford, CT 06461



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

government@neopost.com

Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**Led by the State of Arizona

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

Default and Force Majeure.

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

Assignment.

A. The Parties agree that MailFinance Inc., a Neopost affiliate, will be assigned the lease rights and to receive payments for such leases under this agreement.

B. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

Subcontracting.

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**Led by the State of Arizona

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

Inspection of Plant.

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

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Contractor Personnel.

Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.



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A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.



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THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Insurance.

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for cancellation notice on any Certificate of Insurance form furnished by Contractor to be provided to the State prior to such cancellation occurring. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.



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For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00045AA** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5. Lease Agreements: See attached Master Lease Agreement, Offerors Acknowledgement and Exhibit A to be used in addition to the Master Price Agreement. This Master Lease Agreement and Exhibit A will become a mandatory requirement of award 80-000-18-00045AA.
6. Software: As applicable, Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity and the Contractor.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

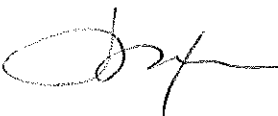
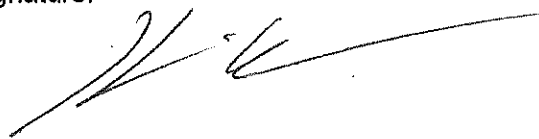
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7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #ADSP016-169901" (2) Your Name, Address, Contact, Phone Number, Signature and Participating State contract number: 80-000-18-00045AA.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Lawrence O. Maxwell	Name: Kevin O'Connor
Title: State Purchasing Agent	Title: VP Marketing
Date: 7/13/2018	Date: 7/13/2018

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM 80-000-18-00045AA



NASPO

ValuePoint

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator: Ted Fosket, CPPB
Telephone: (907) 723-3360
Email: tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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State of New Mexico

State Purchasing Division

Master Lease Agreement Basic Information

A Master Lease Agreement Packet must be included with a New Mexico Statewide Price Agreements requiring lease of equipment.

The Master Lease Agreement Packet includes:

- The Master Lease Agreement
- The Offeror's Acknowledgement Form
- Exhibit A – Schedule(s)

The Procuring Agency and the awarded Vendor/Contractor must sign the Master Lease Agreement and Exhibit A – Schedule(s).

The New Mexico State Purchasing Agent and the awarded Vendor/Contractor must sign the Offeror's Acknowledgment Form.

A copy of the signed packet must be included in the procurement file.



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MASTER LEASE AGREEMENT

This Master Lease Agreement is approved for use by New Mexico State Agencies and Local Public Bodies. The purpose of this Master Lease Agreement is to set forth uniform general Terms and Conditions upon which Lessor shall lease to Lessee and Lessee shall lease from Lessor.

This equipment lease ("Lease") is made effective on 7/13/2018, By and between:

(the "Lessor")

MailFinance Inc.

with its principal address

478 Wheelers Farms Rd. Milford, CT 06461

Telephone: (203) 301-3400

And(the "Lessee")

State of New Mexico

State of New Mexico Procuring Agency or Local Public Bodies

with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87505.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): Mailroom Equipment, Supplies and Maintenance

The term of this Master Lease Agreement, as part of this NASPO Participating Addendum shall commence on the date signed by the State Purchasing Agent and shall expire on May 14, 2019. The termination or expiration of this Master Lease Agreement shall in no way relieve either party from its obligations accrued hereunder prior to such termination or expiration or affect the limitation of liability including, but not limited to, any obligations pursuant to any Product Leases that were entered prior to the date of any such termination or expiration.



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The monthly rent payment for the Equipment and other details are set forth on this Master Lease Agreement shall correspond to the attached Exhibit A- Schedule(s).

Lessor and Lessee agree that any lease entered into under the provisions of this Master Lease Agreement is a "True Lease" with an option to purchase the equipment at fair market value and is not an installment or financing agreement.

1. COMMENCEMENT PROCEDURES:

Subject to other terms and conditions contained in this Master Lease Agreement and the applicable Exhibit A- Schedule(s) as may be attached hereto and made a part of this Master Lease Agreement,

Lessee shall enter into a Lease (hereafter defined) with Lessor as follows:

(a.) Execution of Schedule: Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes, as Lessor and Lessee shall have mutually agreed on. Each such Schedule shall specifically identify (*either by serial number or other identifying, descriptive characteristics*) the items of Equipment to be leased under such Schedule. This Master Lease Agreement can have more than one Schedule. Each Schedule shall be accompanied by Attachments (beginning with Attachments A) to Exhibit A of this Master Lease Agreement. Schedules shall be numbered consecutively beginning with one (1).

In the event of any conflict between the terms of this Master Lease Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.

(b.) Acceptance - Initial Term of Lease(s): Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other Cancellation/Termination provision shall have occurred.

PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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2. SELECTION; ACCEPTANCE OF EQUIPMENT:

Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor.

Lessee further acknowledges the following:

- a) Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Purchase Document"), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or
- b) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following:
 - 1) The identity of the Manufacturer/Supplier of the Equipment being Leased;
 - 2) That the Lessee may have specific consumer rights under the Purchase Document; and
 - 3) That the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document.

For purposes of this Master Lease Agreement, unless a Purchase Document is preceded by a trial order (non-binding demonstration period), the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is accepted for use by the Lessee. Lessee agrees to inspect all Equipment no later than 30-days after the delivery thereof to Lessee or, as soon as possible thereafter. Lessee further agrees to complete, execute and deliver to Lessor, a written notification of any defects in the Equipment and any notable damages, scratches or dents.

The Lessor shall immediately thereafter repair or replace any defected Equipment or Units of Equipment, any damages, scratches or dents. If the Equipment or any Unit of Equipment is defective or unrepairable and must be replaced, the Lessor shall arrange with the Lessee to de-install, disassemble, pack, crate, insure and pick up the equipment from the Lessee. Any expenses and/or risk associated with returning the equipment back to the Lessor shall be borne solely by Lessor.

3. DEFINITION OF TERMS:

All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:



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Acceptance Date - the date Lessee accepted the Equipment in accordance with *Section 2* of this Master Lease Agreement and in accordance with New Mexico State Laws, *Section 13-1-158 NMSA 1978*.

Assignee – a person within a company or organization to whom a right, liability and authority is legally transferred and/or appointed to act for another.

Casualty Loss - the condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment.

Casualty Value or Insurable Value – the value of the insurable components of the equipment, the maximum cost of total replacement in case of damage and/or destruction.

Replacement Cost - the replacement value of the Equipment due to damaged, loss, inoperability or reasonable wear, tear and depreciation resulting from normal and proper use, will be replaced according to its type. The equipment will be replaced with new equipment of equal value.

Daily Rent - or Lease Minimum Payments - an amount equal to the per diem Rent payable under the Exhibit A- Schedule calculated on the basis of a 360-days/year and/or 30-day months.

End-of-Term Notice - a written notice delivered to the Lessor by the Lessee approximately 90-days prior to the end of the Initial Term of the agreement, pursuant to *Section 4* of this Master Lease Agreement .

Equipment – fixed and movable personal property, items of Hardware, Software or both to be used in connection with Lessee's public purposes, these property shall be identified in Exhibit A- Schedule and executed by or pursuant to authority of the Lessee and accepted by Lessor in writing and identified as part of this Master Lease Agreement.

Equipment Location – means the address or location where leased Equipment is located as originally specified in the Exhibit A- Schedule or in any subsequent delivery to Lessee.

Fair Market Value – An option to purchase leased property at the end of the lease term at its then fair market value. Given the conditions of the equipment at end of the lease term, an asset's fair market value should represent an accurate valuation or assessment of its worth.



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Fair Rental Value - is the fair market value of equipment while rented out in a lease. More generally, it is the dollar amount the Lessor of the equipment could reasonably expect to receive from the Lessee for the right to use the equipment.

First Payment Date - the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of Exhibit A- Schedule.

Fiscal Period – the period of time as defined in Exhibit A- Schedule.

Fiscal Year – A period that a company or government uses for accounting purposes and preparing financial statements. The fiscal year may or may not be the same as a calendar year. For New Mexico State Government, a fiscal year is from July 1 to June 30 of any given year.

Fundamental Agreements - this Master Lease Agreement, Exhibit A-Schedule(s) and any corresponding documentation.

Hardware - items of tangible personal property or equipment.

Initial Term - the initial term thereof as specified in Exhibit A- Schedule.

Lease - with regards to this Master Lease Agreement has the meaning "true lease".

Lease Payment - scheduled payments (*not to include administrative fees, indemnifications and reimbursements or Additional Lease Payments payable to Lessor*) payable to Lessor pursuant to the provisions of this Master Lease Agreement and Exhibit A- Schedule(s), as specifically set forth in applicable Schedules to this Master Lease Agreement. As provided in *Section 5* hereof, Lease Payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term as set forth in applicable Exhibit A- Schedule.

Lessee - (1) the purchasing entity identified on page 2 as such in this Master Lease Agreement; (2) except where the context requires otherwise, any assignee(s) or authorized signatory of the Lessee.



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Lessor - (1) the vendor/contractor identified on page 2 as such in this Master Lease Agreement; (2) except where the context requires otherwise, any assignee(s) or authorized signatory of the Lessor.

License Agreement - any license agreement or other document granting the Procuring Agency the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the Lessee and Lessor.

Manufacturer/Supplier – the vendor of an item of Equipment, as well as the agents or dealers of the manufacturer or vendor, from whom Lessee has purchased or is purchasing items of equipment,

Master Agreement - this Master Lease Agreement, including Exhibit A- Schedule hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof. This Master Lease Agreement shall be implemented through the execution of Schedules including Attachments (beginning with Attachment A in the form attached hereto) numbered consecutively commencing with Schedule No. 1. For the purpose of construing a transaction as an integrated agreement, this Agreement shall be considered a single transaction and a legal and binding agreement.

Non-Appropriation - A provision of a contractor agreement that allows the Lessee to terminate certain obligations under a long-term agreement if the Lessee's appropriating body does not appropriate funds for the lease payments; Determination of non-appropriation is made solely and exclusively by the Lessee and is non-appealable.

Software - all software, computer programs, applications, operating routines and symbolic languages used to control the functioning of the hardware or equipment and direct its operations of any Equipment or provided by or on behalf of any vendor or licensor to the Lessee with respect to any Equipment.

Taxes - a governmental assessment (charge) upon property value, transaction (transfers and sales), licenses, and/or income. These include Federal and state income taxes, county and city taxes on real property, state and/or local taxes based on a percentage of each retail transaction, business licenses, Federal tax and/or state's gross receipt tax.

Term – an agreement life cycle or the length of time a lease agreement will remain in force as specified in Exhibit A - Schedule.



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Uniform Commercial Code (UCC) - A statutory program under the law of administering, legalizing, and recording contracts and lien instruments.

Unit of Equipment - All supplies and equipment assigned to a specific mechanical part or module or designated as accompanying supplies or equipment that performs a specific function. The logistic dimensions of these items are contained in the type unit characteristics file standard.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS:

Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

A. Purchase Option: Lessee may choose to purchase the equipment, by delivering to the Lessor an End-of-Term Notice at least 90-days prior to the end-of-life or expiration of the Initial Term of the agreement, to purchase any or all Units of Equipment subject to this Lease for an amount equal to the Fair Market Value. Lessee's right to purchase Equipment is contingent upon all of the following:

- a. No Lessee Default shall have occurred and be continuing;
- b. Lessor shall have received Lessee's notice of intent to purchase at least 90-days prior to the end-of-life or expiration of the Initial Term; and
- c. Lessee shall provide a Fair Market Value amount for the Equipment to the Lessor and ensure funds are available before the last day of the expiring Term. The Lease shall terminate and the Lessor shall transfer all of its interest of the Equipment to Lessee "As is" and "Where is," without an extended warranty neither express or implied, from Lessor.

B. REFINANCING: Refinancing is allowed extending the term of the original Lease. Refinancing shall be subject to a reduction of the monthly payments by the Lessor, based upon the depreciated value of the leased Equipment. The depreciated value must be disclosed in writing to the Lessee at the time of renewal. The refinancing and renewal rate is subject to the same terms and conditions under this Master Lease Agreement and Exhibit A – Schedule.

C. Return: Lessee may choose to return the equipment, by delivering to Lessor an End-of-Term Notice at least 60-days prior to end-of-life or expiration of the Initial Term. Lessee shall return any or all of the Units of Equipment subject to this Lease. Lessee



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shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and return any and all equipment to Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to any Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term or shortly thereafter as agreed upon by both parties, in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear accepted. Such equipment shall be in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted by delivering at Lessee's cost and expense.

5. RENT; LATE CHARGES:

Lessee shall pay to Lessor the Lease Payments in US dollars, in the amount agreed upon by both parties and on the dates set forth in the applicable Exhibit A –Schedule relating to such Lease Payments. Lessor and Lessee agree that Lessee shall pay any interest or Late Payments in accordance with the payment provisions of the New Mexico Procurement Code, *Section 13-1-158, NMSA 1978.*

6. CANCELLATION:

Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease

- A. At the end of any Fiscal Year without penalty. Unless some unexpected circumstance arises which the Lessee shall justify and document. The Lessee shall give Lessor 60-days prior written notice of such termination.
- B. Lessee further reserves the right to cancel this lease for convenience if lessee determines it is in the best interest of the State to do so when such need is necessitated due to changed funding to the Lessees governing body. It is up to the Procuring State Agency or (the lessee) to determine when this situation arises and such determination shall be accepted by the lessor and is final. Lessee shall give lessor or its assignee written notice at least 45 days in advance of such occurrence.

7. TERMINATION FOR NON-APPROPRIATION:

- a) In the event funds are not available, sufficient funds are not appropriated, or budgeted by the Lessee's governing body in any Fiscal Year for the payment of Rent and other amounts due under this Lease, the Lessee shall give the Lessor written notice of



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termination at least 60-days in advance of such occurrence. Lessee shall pay any Lease Payments and other amounts due before the end the current Fiscal Year. It is up to the Lessee to determine whether the events of the subsection have occurred.

- b) In the event of early termination, termination for non-appropriation or cancellation, Lessee shall return any or all Units of Equipment subject to this Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with reasonable manufacturer's guidelines and return all equipment to Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to any Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term or shortly thereafter as agreed upon by both parties, in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear accepted. Such equipment shall be in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted by delivering at Lessee's cost and expense.

8. EQUIPMENT OWNERSHIP; LIENS; LOCATION:

Because the Equipment is leased and not purchased, the Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment.

Lessee agrees to following:

- a) Lessee will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor;
- b) The Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and
- c) The Equipment shall not be moved by or on behalf of the Lessee from the Equipment Location specified in Exhibit A- Schedule to any other location or used by any party other than Lessee for Lessee's institution purposes, except in strict accordance with the written consent of Lessor. An amendment to Exhibit A – Scheduled identifying the new location must be approved by both parties and attached to this Master Lease Agreement.
- d) Any and all costs of moving the Equipment during the Term shall be borne solely by Lessee.

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9. ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES:

For the term of this Lease, the Lessor hereby assigns to Lessee all Equipment warranties provided by the Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and expense. In the event Lessee is prohibited from enforcing any warranties, the Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.

10. EQUIPMENT USE AND MAINTENANCE:

(THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE; THIS SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT).

- a) Upon acceptance of the Equipment as provided by this Master Lease Agreement, care of such Equipment shall be solely the obligation and responsibility of Lessee, who shall care for and promptly make and effect all repairs, replacements, and the like as may be necessary to maintain the Equipment in good working order and running condition at all times during the Term in accordance, at a minimum, with the manufacturer's then prevailing specifications therefor. The cost of all such care, maintenance, repairs, replacements, parts and the like shall be borne solely by Lessee as a normal operating cost.
- b) Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Lease Agreement. Lessee shall secure all permits and licenses, including Software Licenses, if any, necessary for the installation and operation of the Equipment. Lessee shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any component of Equipment may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment or its rights or interests under this Master Lease Agreement.
- c) Lessee is responsible for the operation and maintenance of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations.
- d) Lessee shall enter into a Maintenance Agreement to service and maintain the Equipment, upon terms and with a provider approved by Lessor. The cost of the maintenance agreement is the sole responsibility of the Lessee.
- e) If Lessor provides ownership or identifying tags or labels, Lessee shall, affix and maintain tags or labels in a prominent position on each item of Equipment.



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- f) During Lessee's normal working hours, the Lessor and/or Lessor's agents or technical staff shall have the approval and access, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use.
- g) In the event the equipment is not maintainable, unrepairable or faulty and must be replaced, the Lessor shall arrange with the Lessee to de-install, disassemble, pack, crate, insure and pick up the equipment from the Lessee. Any expenses and/or risk associated with returning the equipment back to the Lessor shall be borne solely by Lessor.

11. ALTERATIONS AND ADDITIONS TO EQUIPMENT:

Lessee shall not make alterations or additions to any of the Equipment on this Master Lease Agreement, except those that:

- a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment;
- b) or are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment added to the Equipment on the said Lease which have not been removed prior to returning the Equipment to the Lessor shall become Lessor's property.

12. INSURANCE:

- a) Commencing upon acceptance and continuing throughout the Initial Term of this agreement, Lessee agrees to keep the Equipment insured at Lessee's expense against any cause of casualty, public liability and property damage for such amounts and against such hazards as Lessor may reasonably require, to be carried and maintained, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment identified in Exhibit A-Schedule, to protect the full replacement value of the Equipment and to protect Lessor and Lessee from liability in all events. All insurance proceeds from casualty losses shall be payable to Lessor and Lessee as hereinafter provided. Lessee shall furnish to Lessor, upon request, Certificates of Insurance evidencing such coverage throughout the Term. Alternatively, upon the written approval of Lessor, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties.
- b) Any insurance policy provided for in this section shall contain a provision to the effect that the insurance company shall neither cancel the policy, nor modify the policy materially and adversely to the interest of Lessor.



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13. RISK OF LOSS:

Commencing upon acceptance and continuing throughout the Initial Term, Lessee assumes all risk of loss of damage, destruction, loss, or theft whether partial or entirely to the Equipment. No event of loss shall relieve Lessee of its obligation to make Lease payments under Exhibit A-Schedule.

In the event of damage to any item of Equipment, Lessee shall promptly notify Lessor and immediately place the same in good repair, and, when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall either:

- a) Replace the same with like property of equal or greater value and useful life in good condition or

- b) On the next date when a Lease Payment is due, pay to Lessor:
 - i. All amounts then owed by Lessee to Lessor under the Agreement governing such Equipment, including the Lease Payment due on such date, and
 - ii. An amount equal to that portion of the Prepayment Amount due on such date determined by Lessor to be applicable to the Equipment lost, stolen, destroyed or damaged beyond repair.

14. "RESERVED"

15. INDEMNIFICATION:

Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of carelessness by the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision.

16. DISCLAIMERS:

Lessee agrees to lease the Equipment from Lessor as an "As is, and/or Where is" basis. It is specifically understood and agreed that Lessor makes no representations or warranties,



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express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.

17. DEFAULT:

Lessee - The occurrence of any of the following shall constitute default under Exhibit A-Schedule:

- a) Nonpayment by Lessee of Rent or any other sum payable by the due date;
- b) Lessee breaches the terms and condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within 30-days after notice from Lessor;
- c) Insolvency or bankruptcy by Lessee;
- d) Any misrepresentation made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection with the acquisition or use of the Equipment,
- e) Termination of any applicable Software License Agreement under this Master Lease Agreement and Exhibit A- Schedule without prior knowledge and agreement by Lessor.

Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement:

- a) Lessor breaches the terms and condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not resolved within 30-days after notice from Lessee;
- b) Lessor fails to pay Manufacturer/Supplier within 30-days after Lessor's receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under a Lease;
- c) Lessor makes an assignment for the benefit of creditors.

18. REMEDIES:

If Lessee defaults, the Lessor may do one or more of the following:

- a) Cancel or terminate this Lease to include justification and documentation agreed upon by both parties.
- b) Require Lessee to immediately pay Lessor all Lease payments due up until the time of Default.



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- c) Require Lessee to return, at Lessee's expense, the Equipment to Lessor in accordance with

Section 7 (B) of this Master Lease Agreement;

- d) Lessor or its agent may peacefully repossess the Equipment without court order; or
- e) Lessor may exercise any other right or remedy available at law or in equity.

If Lessor defaults, the Lessee has the right to cancel or terminate this Lease effective immediately in accordance with *Section 7* of this Master Lease agreement, at no cost to the Lessee. In the event of Lessor's Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment. Lessee may exercise any other right or remedy available at law or in equity.

19. ASSIGNMENT:

Assignment by Lessor:

This Master Lease Agreement, Exhibit A- Schedule, any Equipment or the right to receive Lease Payments from Lessee hereunder, may not be assigned, pledged, transferred, mortgaged or sold completely or in part to one or more assignees or sub assignees by Lessor at any time subsequent to its execution, without prior notice to and written consent of such assignment by Lessee. Any such attempted assignment, lease, transfer, sale, pledge or mortgage shall be void and of no effect and shall at the option of Lessee, terminate this Master Lease Agreement.

Therefore, no such assignment or reassignment shall be effective and binding until:

- a) Lessee receives notice of the assignment or reassignment upon which Lessor shall rely, disclosing the name and address of the assignee or sub assignee, and
- b) Each such Assignee will be entitled to all of Lessor's rights; however, unless otherwise agreed to by Lessor, Assignee and Lessee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor or Lessee's obligations under this Master Lease Agreement.
- c) This Master Lease Agreement and Exhibit A- Schedule(s) must be amended to include any Assignments or a New Master Lease Agreement and Exhibit A- Schedule(s) will be executed to include any Assignments whichever is more reasonable at the time of execution.

Assignment by Lessee:



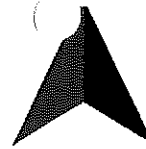
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This Master Lease Agreement, Exhibit A- Schedule, any Equipment may not be sold, assumed, assigned or encumbered by Lessee without the prior written consent of Lessor. No Agreement or interest therein and no Equipment shall be subject to involuntary assignment, lease, transfer or sale or to assignment, lease, transfer or sale by operation of law in any manner whatsoever except as expressly provided in this Master Lease Agreement and any such attempted assignment, lease, transfer or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Master Lease Agreement and each and every financing of Equipment.

20. GOVERNING LAW:

New Mexico's State Laws shall govern this Master Lease Agreement.



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IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON

THE DATES SPECIFIED BELOW:

LESSOR: MailFinance Inc.

Neopost USA Inc. _____

(Vendor/Contractor Company Name)

____ Kevin O'Connor _____

Title: ____ VP Marketing ____

(Authorized Assignee-Print Name)

(Authorized Assignee -Signature)

DATE: ____ 7/13/18 ____

LESSEE:

(Lessee/Procuring Agency)

LAWRENCE O. MAXWELL

Title: ____
(Authorized Assignee -Print Name)

(Authorized Assignee -Signature)

DATE: _____



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OFFEROROR'S ACKNOWLEDGEMENT

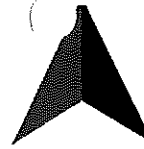
WHEREAS, the Office of the New Mexico State Purchasing Division (SPD) conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors to provide Title of Procurement, Categories (if any), NASPO-Value Point contract ADSPO16-169901 for the State of New Mexico governmental entities and local public bodies therein.

WHEREAS, Neopost USA Inc. hereafter referred to as Manufacturer/Supplier or seller, was one of the qualified offerors or the qualified offeror selected to receive a Statewide Price Agreement awarded by State of New Mexico's, State Purchasing Division; The Statewide Price Agreement 80-000-18-00045AA.

WHEREAS, one of the provisions of the Agreement is leasing of Equipment to State of New Mexico governmental entities and local public bodies under this Statewide Price Agreement.

WHEREAS, Neopost USA Inc. has requested approval of the State Purchasing Agent to assign the Lease provisions of the Statewide Price Agreement to MailFinance Inc., who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the Statewide Price Agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Neopost USA Inc. hereby acknowledges AND agrees that approval of this acknowledgement will in no way affect the previously agreed to terms and conditions as set forth in the Statewide Price Agreement No.80-000-18-00045AA and such agreed to terms and conditions will also apply where applicable to any other Lease Agreement relating to the price agreement.



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LESSOR: MailFinance Inc.

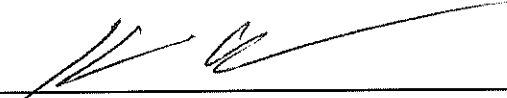
Neopost USA Inc.

(Vendor/Contractor Company Name)

Kevin O'Connor

Title: VP Marketing

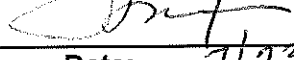
(Authorized Assignee -Print Name)



(Authorized Assignee -Signature)

DATE: 7/13/2018

New Mexico State Purchasing Division


Date: 7/23/2018

Lawrence O. Maxwell, State Purchasing Agent



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Led by the State of Arizona

Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Schedule

("Lessor") and (Lessee") are parties to New Mexico State Agencies and Local Public Bodies identified by the attached Master Lease Agreement. This Schedule and the Master Lease Agreement comprise a

Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby included by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning recognized in the Master Lease Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that provisions under this Schedule are part of the Master Lease Agreement with the option to purchase the equipment at fair market value, and are not an installment or financing lease agreement.

1. Schedule Agreement
 - a) Description of Items of Lease Equipment Total Cost
 - b) Term: Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs)
2. Monthly Rent Payments
3. Equipment Location
4. Lessor's address where the Lessee is required to send payment
5. Additional Provisions may be added

Lessor and Lessee agree to Lease the Equipment described in Section 1.A above. Additional Terms and Conditions may generate from this Schedule; 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.

This Master Lease Agreement shall be implemented through the execution of Schedules *(including Attachments, beginning with Attachment A attached hereto)* numbered consecutively commencing with Schedule No. 1.

This Lease shall be interpreted and enforced according to the laws of the State of New Mexico. This document establishes the entire agreement between the parties on the subject matter



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hereof and shall not be amended altered or modified except by further written agreement and signed by the parties hereto and become part of the Procurement File.

EXHIBIT A: SCHEDULE NO. ___ TO MASTER LEASE AGREEMENT

THIS SCHEDULE NO. ___ (this "Schedule") to the Master Lease Agreement attached (the "Master Lease Agreement") is entered into as of this date: _____, by and among

_____, as Lessor, and

_____, as Lessee. All of the provisions of the Master Lease Agreement are combined herein by reference as if fully set forth herein, terms used herein and not defined shall have the meanings assigned to them in the Master Lease Agreement.

1. Description of Equipment

This Master Lease Agreement and this Schedule No. ___ jointly constitutes an Agreement (this "Agreement"). Lessor hereby agrees to lease to the Lessee and Lessee agrees to lease from the Lessor subject to the provisions of the Agreement, the Equipment identified and accepted by the lessee on the lessor's delivery and acceptance form.

Description

(This table may be modified as necessary to accommodate the Equipment description accurately.)

2. Term:

The term of this Lease shall be _____ months.



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3. Monthly Lease Payment amount:

\$ _____

4. Pricing Expiration Date:

The Lessee has the option to purchase the Equipment identified in this Agreement. The Lessor's shall provide the Pricing Expiration Date giving the Lessee the right to purchase within a given time period.

5. Location of Equipment:

Lessee here by certifies the Equipment described above shall be located at the following address:

Street	City	County	State	Zip Code

6. Payments will be collected at the following location:

All payments due under the Master Lease Agreement are to be paid to MailFinance Inc. at the following address:

 MailFinance Inc.

 PO Box 123682 Dept 3682

 Dallas, TX 75312-3682

7. Additional Provisions:

Additional provision may be included or attached to this Schedule; beginning with "Attachment A".

8. Changes or Modification:

Any changes or modification to this Schedule must be agreed upon by both parties and submitted as an amendment; signed and attached to this Agreement.



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LESSOR:

(Vendor/Contractor Company Name)

Title: _____
(Authorized Assignee -Print Name)

(Authorized Assignee -Signature) **DATE:** _____

LESSEE:

(Lessee/Procuring Agency)

Title: _____
(Authorized Assignee -Print Name)

(Authorized Assignee -Signature) **DATE:** _____