

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/19/15
FOR CITY COUNCIL MEETING OF 10/28/15

ISSUE:

12. Request for Approval of Procurement Under State Price Agreement and Exempt Procurement – City-Wide Copier Equipment, Maintenance and Service Agreements for ITT Communications Department; Rocky Mountain Business Systems. (Paul Campos)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: various funds

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: September 16, 2015

To: Finance Committee

Via: Renee Martinez, ITT Division Director
Robert Rodarte, Purchasing Officer *RJM*
12/10/15

From: Paul Campos, ITT Purchasing *PC*

Issue: Procurement of Copier Maintenance and Service Agreements
State Wide Price Agreement 90-000-00-00089A
Exempt Procurement Section 18.1K

Summary:

The ITT Department is requesting the procurement of Copier Maintenance and Service Agreements for the various City Departments from State Wide Price Agreement 90-000-00-00089A. Rocky Mountain Business Systems is the authorized vendor on this State Price Agreement.

The maintenance Agreement will consolidate over 40 contracts that under Maintenance with Rocky Mountain Business Systems. And will offer a better cost overall along with better coordination for service and tracking capabilities.

The Procurement method is approved by the Purchasing Office and is classified as Exempt Procurement as stated: Section 18.1K of the Exempt Procurement: Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment by a franchised authorized repair shop.

Funding for this procurement is budgeted and available in the various City wide department Business Units requiring this maintenance service.

Per City of Santa Fe Procurement Policy 11.1.1 any procurement transacted through State or Federal Price Agreements exceeding \$50,000.00 shall be submitted to City Council for approval.

Action:

It is requested that this purchase award to Rocky Mountain Business Systems, for copier maintenance, from State Price Agreement 90-000-00-00089A, and Section 18.1K of the Exempt Procurement in the amount of \$65,616.19, be reviewed, approved and submitted to the City Council for its consideration.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Rocky Mountain Business Systems

Procurement Title: Procurement of Copier Maintenance and Service Agreements
STATE WIDE PRICE AGREEMENT 90-000-00-00089A

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member ITT / PAUL CAMPOS

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

- | YES | N/A | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Paul Campos ITT Purchasing

Department Rep Printed Name and Title

Paul Campos

Department Rep Signature attesting that all information included

[Signature] 10/9/15

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

- | YES | N/A | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole source Request and Determination Form |

*

- Contractors Exempt Letter
- Purchasing Officers approval of exempt procurement
- Copies of all Sole Source submittals
- Other: _____

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: _____

CONTRACT*

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

PAUL CAMPOS IFT PURCHASING

Department Rep Printed Name and Title

Paul Campos

Department Rep Signature attesting that all information included

City of Santa Fe Consolidated Maintenance Pricing

CURRENT

A0

The Following Contracts fall under contracts:

Canon WSCA Contact # 1715
 State Of New Mexico SPD # 90-000-00-00089AA

See attached contract for details

Canon GSA Contract # GS-00F-0002V OPEN MARKET

See attached contract for details

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Water Comp	GSA	Canon imageRUNNER 4245	QHP07095	15,000	0.0076 \$	584.88
801 W. San Francisco	GSA	Canon imageRUNNER 4245	QHP07088	15,000	0.0076 \$	584.88
Santa Fe, NM	GS-00F-0002V OPEN MARKET					
Suzanne Romero	(505) 955-4354					
Environmental / Solid Waste	WSCA	Canon imageRUNNER 5035	GNW63200	15,000 B/W	0.0074 \$	2,547.51
1142 Siler Road	1715			7,500 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Eva	(505) 955-2200					
Human Services/Resources	WSCA	imageRUNNER 4245	QHP05898	15,000	0.0071 \$	461.41
200 Lincoln Ave	1715					
Santa Fe, NM	90-000-00-00089AA					
Lillian	(505) 955-6597					
Transit Division	WSCA	Canon IR ADVANCE C5250	JMQ12652	10,000 B/W	0.0074 \$	1,374.06
2931 Rufina St.	1715			4,775 Color	0.0509	
Santa Fe, NM	90-000-00-00089AA	Canon IR ADVANCE C5250**	JMQ22076	10,000 B/W	0.0074 \$	1,146.92
				4,775 Color	0.0509	
Lois Amador	(505) 955-2010					
Waste Water Management	WSCA	Canon IR ADVANCE 4235	QHM08477	15,000	0.0087 \$	597.89
73 Paseo Real	1715					
Santa Fe, NM	90-000-00-00089AA					
Matilda or Lori	(505) 955-4512					

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Buckman Water Project	GSA	Canon imageRUNNER C5051	GQM60834	15,000 B/W	0.0058 \$	1,323.57
341 Caja Del Rio				5,000 Color	0.0437	
Santa Fe, NM	GSA	Canon imageRUNNER C5051	GQM60799	15,000 B/W	0.0058 \$	1,323.57
	GS-00F-0002V OPEN MARKET			5,000 Color	0.0437	
Armenia	(505) 955-4512					
Streets Division	WSCA	Canon imageRUNNER 4035	HRP11652	30,000	0.0078 \$	1,013.80
1142 Siler Road	1715					
Santa Fe, NM	90-000-00-00089AA					
Lucricia Diaz	(505) 955-2417					
Parking Division	WSCA	Canon imageRUNNER 4035	HRT00741	30,000	0.0078 \$	1,013.80
500 Market Place	WSCA	Canon imageRUNNER 4035	HRT00691	30,000	0.0078 \$	1,013.80
Santa Fe, NM	1715					
	90-000-00-00089AA					
Leann	(505) 955-5938					
Duplicating Dept.	WSCA	imageRUNNER 6255	NMU13646	30,000	0.0062 \$	805.85
200 Lincoln Ave.	WSCA	imageRUNNER 8205	KZT01786	540,000	0.0047 \$	10,995.09
Santa Fe, NM	WSCA	imageRUNNER 8205	KZT01226	540,000	0.0047 \$	10,995.09
	WSCA	imageRUNNER 8205	KZT01787	180,000	0.0047 \$	3,665.00
	WSCA	imageRUNNER 8205	KZT01788	90,000	0.0047 \$	1,831.00
	1715					
	90-000-00-00089AA					
Stuart	(505) 955-6566					
Municipal Courts	WSCA	Canon IR ADVANCE 6255	NMU11709	30,000	0.0062 \$	805.84
2511 Camino Entrada	1715					
Santa Fe, NM	90-000-00-00089AA					
Tami	(505) 955-5073					
Convention Center	WSCA	Canon imageRUNNER 5245	JRA09873	15,000 B/W	0.0074 \$	1,720.87
201 W. Marcy	1715			4,500 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Cyndi Catanach	(505) 955-6211					

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Salvador Perez Center	GSA	Canon imageRUNNER 500IF	PYJ00517	3,000 B/W	0.0108 \$	218.36
601 Alto Vista	GS-00F-0002V OPEN MARKET					
Santa Fe, NM						
Lawrence Lovato	955-2607					
Water Conservation	WSCA	Canon imageRUNNER 5240A	RRD05163	15,000 B/W	0.0074 \$	1,720.87
301 Montezuma	1715			4,500 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Caryn Grosse	(505) 955-4221					
Parks Division	WSCA	Canon imageRUNNER C7270**	ULD01515	9,000 B/W	0.0074 \$	554.24
1142 Siler Road	1715			3,000 Color	0.0509	
Santa Fe, NM	90-000-00-00089AA					
Francis	(505) 955-2102					
				December 2015 thru June 2016		
Sangre De Cristo Water TRT	WSCA	Canon imageRUNNER C5240A**	RRD11153	1,500 B/W	0.0074 \$	76.84
1780 Canyon Road	1715			300 color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Alex Gamino	(505) 955-4375					
				December 2015 thru June 2016		

City of Santa Fe Consolidated Maintenance Pricing Continued.....

The Following Contracts fall under contracts:

EXEMPT PROCUREMENT POLICY

See attached contract for details

EQUIPMENT UNDER EXEMPT PROCUREMENT POLICY

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
IT Dept.	GSA	Kyocera KM5050	PQE7801823	24,000	0.0085 \$	883.83
2651 Siringo Road	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Paul Campos	(505) 955-5572					
Sangre De Cristo Water TRT	GSA	Canon imageRUNNER 1025IF	DRL07602	9,000	0.0199 \$	727.86
1780 Canyon Road	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Alex Gamino	(505) 955-4375					
Municipal Courts	GSA	Canon imageRUNNER 5570	SLQ24846	30,000	0.00633 \$	1,497.32
2511 Camino Entrada	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Tami	(505) 955-5073					
Duplicating Dept.	GSA	Canon imageRUNNER iRC5185	MER08535	7,500 B/W	0.0127 \$	5,094.39
200 Lincoln Ave.				15,000 Color	0.0701	
Santa Fe, NM	GSA	DR9080	CZ31385	N/A	N/A \$	1,168.88
	GSA	DR5010C	DD306454	N/A	N/A \$	876.30
	OM					
Stuart	EXEMPT PROCUREMENT POLICY					
	(505) 955-6566					
Purchasing / Auto Parts	GSA	Canon imageRUNNER 1025IF	DRL05266	9,000	0.0199 \$	727.86
1142 Siler Road	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Gail	(505) 955-5710					

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Managers Office	GSA	Canon imagaRUNNER 3300	MRJ01334	15,000	0.01141 \$	780.28
200 Lincoln Ave	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Celeste	(505) 955-6848					
Waste Water Management	GSA	Canon imagaRUNNER 3245	DHJ03337	15,000	0.0122 \$	791.96
73 Paseo Real	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Matilda or Lori	(505) 955-4512					
Parks Division	GSA	Canon imagaRUNNER 5055**	MAS06074	1,500	0.0044 \$	131.84
1142 Siler Road	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Francis	(505) 955-2102	July thru August 2015				
Engineering	GSA	Canon imagaRUNNER 1025IF	DRL04330	9,000	0.0199 \$	727.86
120 S. Federal Place	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Isabell	(505) 955-5930					
Marty Sanchez Golf Course	GSA	Canon imagaRUNNER 3570G	SKX00050	12,000	0.01175 \$	664.18
205 Caja Del Rio	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Jennifer	(505) 955-4460					
Maintenance Dept.	OM	Canon imageCLASS 6590	DKF06970	N/A	N/A	406.18
2651 Siringo Road	OM	Canon imagaRUNNER 1023IF	TJR07549	3,000	0.019 \$	259.95
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Carmen	(505) 955-5749					
Purchasing	GSA	Canon imagaRUNNER 4570	SKW10486	18,000	0.01014 \$	2,890.67
1142 Siler Road	GS-00F-0002V OPEN MARKET					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Gail	(505) 955-5710					
Purchasing	GSA	Canon imagaRUNNER 1025IF	DRL05264	9,000	0.0199 \$	727.86
1142 Siler Road	OM					
Santa Fe, NM	<i>EXEMPT PROCUREMENT POLICY</i>					
Gail	(505) 955-5710					

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Senior Citizens Center GSA Kyocera taskALPHA 5500CI N3X1700798 24,000 0.085 \$ 883.83

1121 Alto Street OM

Santa Fe, NM

Dan *EXEMPT PROCUREMENT POLICY* (505) 955-4723

TOTAL CONTRACT INCLUDING TAX \$ 65,616.19

COMMERCIAL BUSINESS Registration

Registration No: 13242

Permit No: 08-0320

Permit Type: COMMERCIAL BUSINESS

State of New Mexico, County of Santa Fe

WHEREAS, SOPHIE GONZALES a resident of #11 PLAZA LA PRENZA #7, SANTA FE, NM 87508

County and State aforesaid, and one of the members of the firm known as ROCKY MOUNTAIN BUSINESS SYSTEMS
has made application for registration as COMMERCIAL BUSINESS; therefore

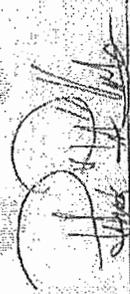
Registration Has Been Granted

to the said ROCKY MOUNTAIN BUSINESS SYSTEMS to carry on said business at

#11 PLAZA LA PRENZA #7, SANTA FE, NM 87508
in said County and State for a period of 12 months, commencing on the 1 day of January, 2015

and ending on the 31 day of December, 2015, under the provisions of the law in such cases made and provided.

In Witness Whereof, I have hereunto set my hand and affixed the seal
of the Treasurer, at Santa Fe, N.M., this 1
day of January 2015



SANTA FE COUNTY TREASURER



13561



CERTIFICATE OF LIABILITY INSURANCE

OP ID: YB

DATE (MM/DD/YYYY)
07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silas Garcia Agency & Assoc. 1443 S. St. Francis Dr., P. O. Box 4668 Santa Fe, NM 87502 ANICA ROMERO		CONTACT NAME: Anica Romero PHONE (AG, No., Ext.): 505-982-9883 FAX (AG, No.): 505-983-4935 E-MAIL: anica@silasgarcia.com PRODUCER CUSTOMER ID #: ROCKY-1	
INSURED ROCKY MOUNTAIN BUSINESS SYSTEMS, INC. Mariano & Sophie Gonzales P.O. Box 4204 Santa Fe, NM 87502		INSURER(S) AFFORDING COVERAGE INSURER A: OHIO CASUALTY CO. INSURER B: New Mexico Mutual Cas Ins INSURER C: XL GROUP INSURER D: INSURER E: INSURER F:	
		NAIC # 770746	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

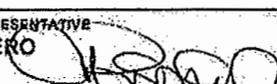
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBN INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	BKS56752824	07/02/2015	07/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO TREATED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA56752824	07/02/2015	07/02/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO56752824	07/02/2015	07/02/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	79013.105	07/02/2015	07/02/2016	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Property		BKS56752824	07/02/2015	07/02/2016	Equipment 400,000
C	EPLI		ABD97794180	11/19/2014	11/19/2015	EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Office Machine Supply and Service
 CITY OF SANTA FE IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER**CANCELLATION**

CITYOFF CITY OF SANTA FE PAUL CAMPOS P.O. Box 909 Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ANICA ROMERO 
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) ROCKY MOUNTAIN BUSINESS SYSTEMS, INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 11 PLAZA LA PRENSA UNIT 7		Requester's name and address (optional)
City, state, and ZIP code SANTA FE, NM 87507		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
8	5	-	0	3	3	0	1	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/9/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000007849
Canon U.S.A., Inc.
One Canon Plaza
Lake Success, NY 11042

Telephone No. (516) 328-5868

Price Agreement Number: 90-000-00-00089AA

Price Agreement Amendment No.: Thirteen

Term: October 1, 2009 - December 31, 2015

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

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Invoice:

As Requested

Title: Copiers

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 October 1, 2015 to December 31, 2015 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

New Mexico State Purchasing Agent

Date: 09/30/2015



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000007849
Canon U.S.A., Inc.
One Canon Plaza
Lake Success, NY 11042

Telephone No. (516) 328-5868

Price Agreement Number: 90-000-00-00089AA

Price Agreement Amendment No.: Twelve

Term: October 1, 2009 - September 30, 2015

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

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Invoice:

As Requested

Title: Copiers

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 July 1, 2015 to September 30, 2015 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

New Mexico State Purchasing Agent

Date: 06/30/2015

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Canon U.S.A.,

Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

Page 2 of 4

Section 1.4 Penalty Level of Attachment BB Service Level Agreement

Contractor shall submit a consolidated amount for penalties directly to the Participating State Contract Administrator of each Participating State. Each Participating State's Participating State Contract Administrator will be responsible for directing any proportionate share of the consolidated penalties received from Contractor to the Participating States customers. Contractor shall provide penalties to Participating State customers that have fleets of 25 units or more. Penalties, however, will not accrue on Participating States customers with fleets less than 25 units.

Section 1.6.3 Invoicing of Attachment BB Service Level Agreement

Contractor shall maintain timely accurate invoicing. Pricing provided to a Participating State factors in any impressions that are taken during the time a unit is maintained; consequently, Contractor shall not provide credits for impressions taken during maintenance service on a unit located on a customer's premises.

Section 2.4 Accuracy of Billing of Attachment BB Service Level Agreement

Contractor excludes meter readings from the material that is audited. Customers of Participating States must provide meter readings to Contractor. Meter reading corrections cannot be included in the audit as meter reads are the responsibility of the Customer of the Participating State. Further, Contractor limits the number of audits that a Participating State can audit to one (1) time per year. At the time of the request for audit Participating State must provide the criteria by which Contractor will be audited on.

4. Lease Agreements: Lease agreements will be negotiated with each state to insure compliance with individual state laws.

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Canon U.S.A.,
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

Page 3 of 4

Contractor

Name: Michelle Alicata Barbara-Cotter
Canon U.S.A., Inc.
Address: One Canon Plaza
Lake Success, NY 11042
Telephone: (775)-826-3363(516) 328-5868
Fax: (775)-826-3438(516)-328-5459
E-mail: malicata@cusa.canon.com

Participating State

Name: Brenda S. Chacon
State of New Mexico
Address: 1100 St. Francis Drive, Rm. 2016
Santa Fe, NM 87505
Telephone: (505) 827-0488
Fax: (505) 827-2484
E-mail: BrendaS.Chacon@state.nm.us

6. **Subcontractors:** While contractor is a direct sales organization contractor does on occasion use dealers to market Canon product. Those locations supported by dealers will be added by individual state
7. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 90-000-00-00089AA and the Lead State price agreement number: 1715.

This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

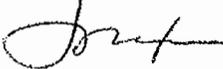
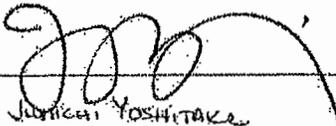
**MASTER PRICE AGREEMENT
Canon U.S.A.,
Nevada Contract Number: 1715
(hereinafter "Contractor")**

And

**State of New Mexico
(hereinafter "Participating State")**

Page 4 of 4

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

Participating State: <i>New Mexico</i>	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: <i>LAWRENCE C. MAXWELL</i>	Name: <i>JUNICHI YOSHITAKE</i>
Title: <i>State Purchasing Agent</i>	Title: <i>SVP - GM, ISG</i>
Date: <i>10/12/11</i>	Date: <i>OCTOBER 5, 2011</i>

[Additional signatures as required by Participating State]

Lease Agreement Information

If an agency is utilizing one of SPD Price Agreements as a vehicle to lease equipment, the State Purchasing Agent and the applicable vendor must sign the Master Agreement. A notation will then be made on the Internet posting of the applicable price agreement that an approved and signed Master Lease Agreement with the company has been filed.

The SPA and the vendor also sign the Acknowledgment document if an assignment of the lease to a third party is to occur. The agency and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

MASTER LEASE AGREEMENT
APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, Canon U.S.A., Inc. WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Canon U.S.A., Inc.

with its principal address at one One Canon Plaza

Lake Success, NY 11042

Contact: Michelle Alicata

Telephone: 516-328-5868

and

The LESSEE State of New Mexico

with its principal address at _____. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located and it shall become effective on _____, 200_____.

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 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 Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (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 agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master 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 provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, THE PARTIES HERETO AGREE THAT THE TERM OF ANY LEASE SHALL NOT EXCEED A PERIOD OF FOUR YEARS IF THE ANNUAL LEASE PAYMENT AMOUNT IS UNDER \$25,000 PER YEAR OR EIGHT YEARS IF THE LEASE PAYMENT AMOUNT IS OVER \$25,000 PER YEAR, INCLUDING ALL RENEWALS AND EXTENSIONS.

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 either (a) that 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) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.

3. **DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

"Equipment Location" means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean that period of time as defined in a Schedule.

"Fiscal Year" means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible personal property (equipment).

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

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

"Lessee" means one that holds property under a lease.

"Lessor" means one that conveys property by lease.

"License Agreement" means any license agreement or other document granting the purchaser 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 licensor and Lessor.

"Manufacturer/Supplier" means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"Master Agreement" has the meaning specified in the preamble hereto.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Purchase Document" has the meaning specified in Section 2.

"Rent" means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

"Software" means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

"Taxes" means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes. (Amended 03/14/07).

"Term" means the term thereof as specified in the related Schedule.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

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 elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:

- (1) No Lessee Default shall have occurred and be continuing;
- (2) Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
- (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.

B. **Return.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by 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 a 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 in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee 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 at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 5/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, 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 covenants with respect to each Lease that: A) it 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) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or

its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement.
(Amended 10/10/01).

10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any 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 at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, 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.
11. **EQUIPMENT USE AND MAINTENANCE.** (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT). Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. 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. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01).
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, 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; or b) 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 which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.
(Amended 10/10/01).
14. **RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any Item of

Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.

15. **TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
16. **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 negligence 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.
17. **DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, 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.
18. **DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

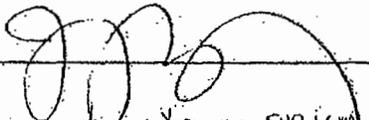
Lessor - Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (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.

19. **REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master 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, Lessee has the right to cancel or terminate this Lease effective immediately 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.

20. **ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, 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's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) subject the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 4/4/02).

21. **GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: 
BY (Name and Title): Junichi Yoshimake, SVP, GM, USA DATE: OCTOBER 17, 2011

LESSEE: 
BY (Name and Title): LAWRENCE C. WITZKE, State Purchasing Agent DATE: 10/21/11

OFFEROR'S
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors or offerors to provide products listed in Groups A, B, & C of the WSCA contract #1715 for the State of New Mexico and the governmental entities therein.

WHEREAS, Canon U.S.A. Inc. hereafter referred to as Manufacturer/Supplier (seller), was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 90-000-00-00089AA.

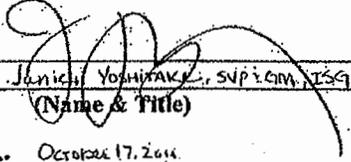
WHEREAS, one of the provisions of the Price Agreement is the Lease of state agencies and other eligible governmental entities when requested.

WHEREAS, Canon U.S.A. Inc. has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Canon U.S.A., 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 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, Canon U.S.A. Inc. does hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 1715 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement relating to the price agreement.

Lawrence O. Maxwell
State Purchasing Agent.

Date _____

By: 

Janichi Yoshitake, SUPPLY MGR, ISG
(Name & Title)

Date: October 17, 2011



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000007849
Canon U.S.A., Inc.
One Canon Plaza
Lake Success, NY 11042

Telephone No. 516-328-5868

Price Agreement Number: 90-000-00-00089

Price Agreement Amendment No.: Two

Term: October 1, 2009 - June 30, 2012

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

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Invoice:

As Requested

Title: Copiers

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.

Change Vendor Name and Address From:: Oce Imagistics, Inc.
dba Oce North America Document Printing Systems
890 East Greg Street
Reno, Nevada 89431

To: Canon U.S.A., Inc.
One Canon Plaza
Lake Success, NY 11042

New Price Agreement will be changed in "SHARE" to 90-000-00-00089AA

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

Date: 10/21/2011



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Awarded Vendor
0000006504
Océ Imagistics, Inc.
dba Océ North America Document Printing Systems
890 East Greg Street
Reno, Nevada 89431

Telephone No. (775) 826-3363

**Price Agreement
Amendment**

Price Agreement Number: 90-000-00-00089

Price Agreement Amendment No.: One

Term: October 1, 2009 – June 30, 2012

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political sub-Divisions and local public bodies
allowed by law.

Invoice:
As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: Copiers - Océ

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.

Please add the following authorized distributor: **Mr. Dan Mitchell, Océ Imagistics, Inc.**
dba Océ North America Document Printing Systems
3451 Candelaria Road, NE, G2
Albuquerque, New Mexico 87107
Cell: (505) 417-9511; Office: (505) 830-2826
Fax: (505) 830-2830

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: 10/07/09

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

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Canon U.S.A.,
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State.)

The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all total sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all equipment and software (including leases);
- Service and supplies billings;
- Equipment short Term Rental revenue stream and;
- Cancelable rental revenue stream

In accordance with the following schedule:

<u>Period-End-</u>	<u>Report-Due-</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Section 1.2 Customer Service Level Agreement

Section 1.3 Calculations of Service Level Points

Contractor shall provide to Participating States an average 98% or better fleet uptime for State locations that are within 50 miles of an Océ service location that have a fleet of 25 units or more.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Canon U.S.A.,
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State")

Page 2 of 4

Section 1.4 Penalty Level of Attachment BB Service Level Agreement

Contractor shall submit a consolidated amount for penalties directly to the Participating State Contract Administrator of each Participating State. Each Participating State's Participating State Contract Administrator will be responsible for directing any proportionate share of the consolidated penalties received from Contractor to the Participating States customers. Contractor shall provide penalties to Participating State customers that have fleets of 25 units or more. Penalties, however, will not accrue on Participating States customers with fleets less than 25 units.

Section 1.6.3 Invoicing of Attachment BB Service Level Agreement

Contractor shall maintain timely accurate invoicing. Pricing provided to a Participating State factors in any impressions that are taken during the time a unit is maintained; consequently, Contractor shall not provide credits for impressions taken during maintenance service on a unit located on a customer's premises.

Section 2.4 Accuracy of Billing of Attachment BB Service Level Agreement

Contractor excludes meter readings from the material that is audited. Customers of Participating States must provide meter readings to Contractor. Meter reading corrections cannot be included in the audit as meter reads are the responsibility of the Customer of the Participating State. Further, Contractor limits the number of audits that a Participating State can audit to one (1) time per year. At the time of the request for audit Participating State must provide the criteria by which Contractor will be audited on.

4. Lease Agreements: Lease agreements will be negotiated with each state to insure compliance with individual state laws.
5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Canon U.S.A.,
Nevada Contract Number: 1715
(hereinafter "Contractor")**

And

**State of New Mexico
(hereinafter "Participating State")**

Page 3 of 4

Contractor

Name: Michelle Alicata Barbara Cotter
Canon U.S.A., Inc.
Address: One Canon Plaza
Lake Success, NY 11042
Telephone: (775)-826-3363(516) 328-5868
Fax: (775)-826-3438(516)-328-5459
E-mail: malicata@cusa.canon.com

Participating State

Name: Brenda S. Chacon
State of New Mexico
Address: 1100 St. Francis Drive, Rm. 2016
Santa Fe, NM 87505
Telephone: (505) 827-0488
Fax: (505) 827-2484
E-mail: BrendaS.Chacon@state.nm.us

6. **Subcontractors:** While contractor is a direct sales organization contractor does on occasion use dealers to market Canon product. Those locations supported by dealers will be added by individual state
7. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 90-000-00-00089AA and the Lead State price agreement number: 1715.

This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE
 MULTIFUNCTION COPIERS AND RELATED SOFTWARE
 Administered by the State of Nevada (hereinafter "Lead State")**

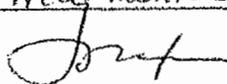
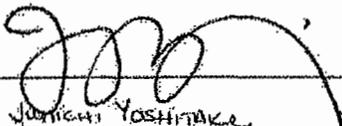
**MASTER PRICE AGREEMENT
 Canon U.S.A.,
 Nevada Contract Number: 1715
 (hereinafter "Contractor")**

And

**State of New Mexico
 (hereinafter "Participating State")**

Page 4 of 4

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

Participating State: <i>New Mexico</i>	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: <i>LAWRENCE O. MAXWELL</i>	Name: <i>Junichi Yoshitake</i>
Title: <i>State Purchasing Agent</i>	Title: <i>SRP & GM, ISG</i>
Date: <i>10/12/11</i>	Date: <i>October 5, 2011</i>

[Additional signatures as required by Participating State]

Lease Agreement Information

If an agency is utilizing one of SPD Price Agreements as a vehicle to lease equipment, the State Purchasing Agent and the applicable vendor must sign the Master Agreement. A notation will then be made on the Internet posting of the applicable price agreement that an approved and signed Master Lease Agreement with the company has been filed.

The SPA and the vendor also sign the Acknowledgment document if an assignment of the lease to a third party is to occur. The agency and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

MASTER LEASE AGREEMENT
APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, Canon U.S.A., Inc., WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Canon U.S.A., Inc.

with its principal address at one One Canon Plaza

Lake Success, NY 11042

Contact: Michelle Alicata

Telephone: 516-328-5868

and

The LESSEE State of New Mexico

with its principal address at _____. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located and it shall become effective on _____, 200_____.

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 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 Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (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 agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master 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 provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, THE PARTIES HERETO AGREE THAT THE TERM OF ANY LEASE SHALL NOT EXCEED A PERIOD OF FOUR YEARS IF THE ANNUAL LEASE PAYMENT AMOUNT IS UNDER \$25,000 PER YEAR OR EIGHT YEARS IF THE LEASE PAYMENT AMOUNT IS OVER \$25,000 PER YEAR, INCLUDING ALL RENEWALS AND EXTENSIONS.

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 either (a) that 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) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.

3. **DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

"Equipment Location" means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean that period of time as defined in a Schedule.

"Fiscal Year" means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible personal property (equipment).

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

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

"Lessee" means one that holds property under a lease.

"Lessor" means one that conveys property by lease.

"License Agreement" means any license agreement or other document granting the purchaser 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 licensor and Lessor.

"Manufacturer/Supplier" means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"Master Agreement" has the meaning specified in the preamble hereto.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Purchase Document" has the meaning specified in Section 2.

"Rent" means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

"Software" means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

"Taxes" means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes. (Amended 03/14/07).

"Term" means the term thereof as specified in the related Schedule.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

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 elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:

- (1) No Lessee Default shall have occurred and be continuing;
- (2) Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
- (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.

B. Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by 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 a 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 in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee 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 at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 5/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, 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 covenants with respect to each Lease that: A) it 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) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or

its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement. (Amended 10/10/01).

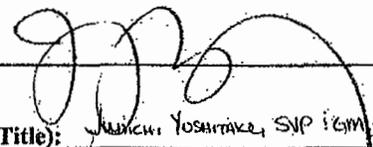
10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any Manufacturer/Supplier in the applicable Purchase 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 at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, 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.
11. **EQUIPMENT USE AND MAINTENANCE. (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT).** Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. 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. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01).
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, 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; or b) 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 which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage. (Amended 10/10/01).
14. **RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of

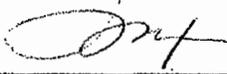
Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.

15. **TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
16. **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 negligence 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.
17. **DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, 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.
18. **DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

- Lessor.— Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (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.
19. **REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master 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, Lessee has the right to cancel or terminate this Lease effective immediately 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.
20. **ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, 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's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 4/4/02).
21. **GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: 
 BY (Name and Title): Junichi Yoshitake, SVP ISM, ISA DATE: OCTOBER 17, 2011

LESSEE: 
 BY (Name and Title): Lawrence C. Waxig, State Purchasing Agent DATE: 10/21/11

OFFEROR'S
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors or offerors to provide products listed in Groups A, B, & C of the WSCA contract #1715 for the State of New Mexico and the governmental entities therein.

WHEREAS, Canon U.S.A. Inc. hereafter referred to as Manufacturer/Supplier (seller), was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 90-000-00-00089AA.

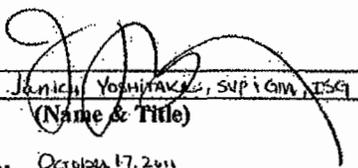
WHEREAS, one of the provisions of the Price Agreement is the Lease of state agencies and other eligible governmental entities when requested.

WHEREAS, Canon U.S.A. Inc. has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Canon U.S.A., 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 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, Canon U.S.A. Inc. does hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 1715 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement relating to the price agreement.

Lawrence O. Maxwell
State Purchasing Agent

Date _____

By: 

Janichi Yoshitake, SVP & GM, ISG
(Name & Title)

Date: October 17, 2011



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Awarded Vendor
000006504
Océ Imagistics, Inc.
dba Océ North America Document Printing Systems
890 East Greg Street
Reno, Nevada 89431

Telephone No. (775) 826-3363

**Price Agreement
Amendment**

Price Agreement Number: 90-000-00-00089

Price Agreement Amendment No.: One

Term: October 1, 2009 – June 30, 2012

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political sub-Divisions and local public bodies
allowed by law.

Invoice:
As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: Copiers - Océ

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.

Please add the following authorized distributor: **Mr. Dan Mitchell, Océ Imagistics, Inc.**
dba Océ North America Document Printing Systems
3451 Candelaria Road, NE, G2
Albuquerque, New Mexico 87107
Cell: (505) 417-9511; Office: (505) 830-2826
Fax: (505) 830-2830

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: 10/07/09

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



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

Price Agreement
Award

Awarded Vendor
(0000006504)
Oce Imagistics Inc
dba Oce North America Document Printing Systems
890 East Greg Street
Reno, NV 89431

Telephone No. (775) 826-3363

Price Agreement Number: 90-000-00-00089

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political sub-Divisions and local public bodies
allowed by law.

Invoice:

As Requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: Copiers - Oce

Term: October 1, 2009 thru June 30, 2012

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 09/17/09

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

AB

State of New Mexico General Services Department Purchasing Division

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights 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 order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she 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.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.....

IMPLEMENTATION GUIDANCE

EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror 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 the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree 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.

3. Offeror must agree 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://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

“New Mexico Employees Health Coverage”

1. 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 the contract, Contractor certifies, by signing this agreement, to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. 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.
3. 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://insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

**State of New Mexico
General Services Department
Purchasing Division**

**STATEWIDE
PRICE AGREEMENT**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

ARTICLE 11 – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX-Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II-TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V – TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize **Form SPD-001A** or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems
Nevada Contract Number: 1715
(hereinafter "Contractor")**

And

[State of New Mexico]
(hereinafter "Participating State")

Page 1 of 4

1. Scope: This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:

The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one percent (1%) of all total sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico.

The Administrative Fee is based upon:

- The sales of all equipment and software (including leases);
- Service and supplies billings;
- Equipment short Term Rental revenue stream and;
- Cancelable rental revenue stream.

In accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Section 1.2 Customer Service Level Agreement

Section 1.3 Calculations of Service Level Points

Contractor shall provide to Participating States an average 98% or better fleet uptime for State locations that are within 50 miles of an Océ service location that have a fleet of 25 units or more.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

[State of New Mexico]
(hereinafter "Participating State")

Page 2 of 4

Section 1.4 Penalty Level of Attachment BB Service Level Agreement

Contractor shall submit a consolidated amount for penalties directly to the Participating State Contract Administrator of each Participating State. Each Participating State's Participating State Contract Administrator will be responsible for directing any proportionate share of the consolidated penalties received from Contractor to the Participating States customers. Contractor shall provide penalties to Participating State customers that have fleets of 25 units or more. Penalties, however, will not accrue on Participating States customers with fleets less than 25 units.

Section 1.6.3 Invoicing of Attachment BB Service Level Agreement

Contractor shall maintain timely accurate invoicing. Pricing provided to a Participating State factors in any impressions that are taken during the time a unit is maintained; consequently, Contractor shall not provide credits for impressions taken during maintenance service on a unit located on a customer's premises.

Section 2.4 Accuracy of Billing of Attachment BB Service Level Agreement

Contractor excludes meter readings from the material that is audited. Customers of Participating States must provide meter readings to Contractor. Meter reading corrections cannot be included in the audit as meter reads are the responsibility of the Customer of the Participating State. Further, Contractor limits the number of audits that a Participating State can audit to one (1) time per year. At the time of the request for audit Participating State must provide the criteria by which Contractor will be audited on.

4. Lease Agreements: See Attached Master Lease Agreement and Exhibit A to be used in addition to this Master Price Agreement.

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

Contractor

Name: Barbara Cotter

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems
Nevada Contract Number: 1715
(hereinafter "Contractor")**

And

[State of New Mexico]
(hereinafter "Participating State")

Page 3 of 4

Océ Imagistics Inc. d/b/a Océ North America Document Printing System
Address: 890 East Greg Street
Reno, NV 89431
Telephone: (775) 826-3363
Fax: (775) 826-3438
E-mail: Barbara.Cotter@oce.com

Participating State

Name: Brenda S. Chacon
State of New Mexico
Address: 1100 St. Francis Drive
Santa Fe, NM 87505
Telephone: (505) 827-0488
Fax: (505) 827-2484
E-mail: BrendaS.Chacon@state.nm.us

6. **Subcontractors:** While contractor is a direct sales organization contractor does on occasion use dealers to market Océ product. Those locations supported by dealers will be added by individual state

7. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 90-000-00-00089 and the Lead State price agreement number: 1715.

This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Title:

Date:

EXHIBIT A

MODEL #	SERIAL NO.	INSTALL DATE	RENTAL AMOUNT
IM4530	6120037	2/05/07	\$262.00
IM4530	6120050	2/05/07	\$252.00
IM4530	6120047	3/06/07	\$262.00
IM4530	7010050	3/14/07	\$262.00
IM4530	6120040	2/01/07	\$262.00

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

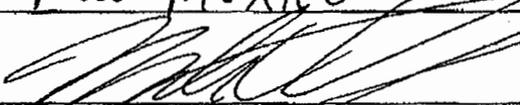
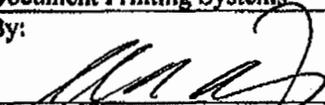
MASTER PRICE AGREEMENT
Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

[State of New Mexico]
(hereinafter "Participating State")

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

Participating State: <i>New Mexico</i>	Contractor: Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems
By: 	By: 
Name: MICHAEL C. VINYARD	Name: <i>John Reilly</i>
Title: STATE PURCHASING AGENT	Title: <i>President</i>
Date: <i>9/17/09</i>	Date: <i>9-10-09</i>

[Additional signatures as required by Participating State]

3511-

MASTER LEASE AGREEMENT
APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, _____. WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Oce Imagistics Inc., dba Oce North America Document Printing System
with its principal address at 890 East Greg Street
Reno, NV 89431

and

The LESSEE State of New Mexico
with its principal address at _____. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located and it shall become effective on _____, 200____.

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 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 Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (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 agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master 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 provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, THE PARTIES HERETO AGREE THAT THE TERM OF ANY LEASE SHALL NOT EXCEED A PERIOD OF FOUR YEARS IF THE ANNUAL LEASE PAYMENT AMOUNT IS UNDER \$25,000 PER YEAR OR EIGHT YEARS IF THE LEASE PAYMENT AMOUNT IS OVER \$25,000 PER YEAR, INCLUDING ALL RENEWALS AND EXTENSIONS.

- 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 either (a) that 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) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.
- 3. DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

"Equipment Location" means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean that period of time as defined in a Schedule.

"Fiscal Year" means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible personal property (equipment).

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

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

"Lessee" means one that holds property under a lease.

"Lessor" means one that conveys property by lease.

"License Agreement" means any license agreement or other document granting the purchaser 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 licensor and Lessor.

"Manufacturer/Supplier" means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"Master Agreement" has the meaning specified in the preamble hereto.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Purchase Document" has the meaning specified in Section 2.

"Rent" means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

"Software" means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

"Taxes" means all license and registration fees and all taxes (Local, state and federal), fees levies, imposts, duties, assessments, charges and withholding of any nature, however designated including without limitation any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, other than taxes measured by Lessor's income.

"Term" means the term thereof as specified in the related Schedule.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

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 elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:

- (1) No Lessee Default shall have occurred and be continuing;
- (2) Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
- (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.

B. Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines

and deliver such equipment to Lessor at any destination within the continental United States designated by 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 a 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 in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee 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 at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 05/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 05/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, 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 covenants with respect to each Lease that: A) it 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) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location

specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement. (Amended 10/10/01).

10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any 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 at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, 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.
11. **EQUIPMENT USE AND MAINTENANCE.** (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT). Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. 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. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01)
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, 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; or b) 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 which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage. (Amended 10/10/01)

- 14. RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.
- 15. TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
- 16. 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 negligence 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.
- 17. DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, 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.
- 18. DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency

by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (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.

19. **REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master 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, Lessee has the right to cancel or terminate this Lease effective immediately 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.
20. **ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, 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's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 04/04/02).
21. **GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR:

BY (Name and Title):

DATE: 9-10-09

LESSEE:

BY (Name and Title):

DATE: 9/17/09

MICHAEL C. VINYARD
STATE PURCHASING AGENT

OFFEROR'S
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors or offerors to provide _____ for the State of New Mexico and the governmental entities therein.

WHEREAS, _____, hereafter referred to as Manufacturer/Supplier (seller), was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number _____.

WHEREAS, one of the provisions of the Price Agreement is the Lease of _____ to state agencies and other eligible governmental entities when requested.

WHEREAS, _____ has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to _____, who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the 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, _____ does hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. _____ and such agreed to terms and conditions will also apply where applicable to any Lease Agreement relating to the price agreement.

Michael C. Vinyard
State Purchasing Agent
Date _____

BY: _____
(Name & Title _____
Date: _____

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

Exhibit A to Master Lease Agreement

Master Lease Agreement Number: _____

Schedule Number: _____

State and Local Government Master Lease Purchase Agreement

SCHEDULE

_____ ("Lessor") and _____ ("Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master 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 Master 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 provisions 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 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 (depending on whether Rent is payable monthly or quarterly as specified in Attachment A) in which the Acceptance Date occurs).

2. Rent: _____.

3. Pricing Expiration Date: _____ Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before pricing Expiration Date.

4. Equipment Location: _____

5. Seller: _____

6. Additional Provisions: _____

7. Fiscal Period: (Annual) _____

Lessor agrees to Lease and Lessee agrees to Lease from Lessor the Equipment described in Section 1.A above. Such Lease will be covered by the Master 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:

Lessor:

By: _____

By: _____

Name and Title

Name and Title

Date: _____

Date: _____



City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH ORD. 1113 OF SANTA FE, N.M., D.A.C.E. ORDINANCE, SERIES 1987

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **ROCKY MOUNTAIN BUS. SYSTEM INC**

Location: **11 PLAZA LA PRENSA 7 ANNXX2**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment:

Control Number: 0003560

License Number: 15-00027638

Issue Date: January 09, 2015

Expiration Date: December 31, 2015

**ROCKY MOUNTAIN BUS. SYSTEM INC
11 PLAZA LA PRENSA 7**

SANTA FE NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.