MASTER PRICE AGREEMENT
Pitney Bowes Inc.
ADSPO11-00000411-7
(hereinafter "Contractor")

And

PADD1096
State of Idaho
(hereinafter "Participating State")

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- 1. <u>Scope</u>: This addendum covers the WSCA/NAPSO Mail Room Equipment, Services and Support contract lead by the State of Arizona 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: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Arizona Contract (Master Price Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
- 3. Participating State/Contractor Modifications or Additions to Master Price Agreement: The following provisions supplement and/or add to the Master Price Agreement.
 - a. Parties to this Participating Addendum The parties to this Participating Addendum (PA) are Pitney Bowes Inc. (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department Of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).
 - b. <u>Idaho Administration Reporting and Fees:</u>

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

Period End Report Due
June 30 August 14
September 30 November 14
December 31 February 14
March 31 May 15

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The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State of Idaho recognizes the Contractor will increase prices on all Purchase Orders by 1.25 percent over the pricing contained in the WSCA/NASPO Master Price Agreement. This report will be provided within 30 calendar days from the close of the calendar quarter.

c. Applicable Law:

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation or such construction would create implied representations or warranties not applicable to the nature of any such services. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

d. Assignment:

No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

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e. Software Licenses

Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and the Contractor. In the event any Software License term or condition is inconsistent with this Participating Addendum, the terms and conditions of this Participating Addendum will supersede.

f. Postage Meter Rental and Use

All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor.

4. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of WSCA/NASPO Master Price Agreement number: ADSPO11-00000411-7 and PADD1096. Attachment B reflects the lease and/or rental options Participating State has agreed to use.

www.aboutWSCA.org

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5. <u>Primary Contacts</u>: The primary contact individuals for this participating addendum are as follows (or their named successors):

	 -
Lead State	

Name	Stacy Ingalls, Senior Procurement Officer	
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007	
Telephone	602-542-9134	
Fax	602-542-5508	
E-mail	stacy.ingalls@azdoa.gov	

Contractor – Contract Terms and Conditions

Name	Arthur E. Adams, Jr., Director State and Local Contracts	
Address	1 Elmcroft Rd, Stamford, CT 06926	
Telephone	203-351-7866	
Fax	203-460-3827	
E-mail	art.adams@pb.com	

Contractor - Government Account Manager

Name	Bill Walter, Government Account Manager – State of Idaho
Address	385 Inverness Pkwy, Ste #400, Centennial, CO, 80112
Telephone	303-641-9575
Fax	203-460-5758
E-mail	Bill.walter@pb.com

Participating State

T arrest barned ord	No.
Name	Diane Robinson WWW Chairman A Chairman
Address	650 W. State St., Rm. B15, Boise, ID 83702
Telephone	208-332-1631
Fax	208-327-7320
E-mail	diane.robinson@adm.idaho.gov

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6. Subcontractors:

All Pitney Bowes dealers and resellers authorized in the State of Idaho, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the WSCA/NASPO Master Price Agreement. The Pitney Bowes dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSPO11-00000411-7" (2) Your Name, Address, Contact, & Phone-Number.

Orders can be made out to either (a) Pitney Bowes, or (b) to an AUTHORIZED reseller depending upon the <u>preference</u> of the Participating State or other participating legal entity.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: PADD1096 and the Lead State price agreement number: ADSPO11-00000411-7.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible

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to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSPO11-00000411-7 (administered by the State of Arizona) 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.

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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: Idaho	Contractor: Pitney Bowes Inc.
By:	By: 3/1/2
Name: Mark Little	Name: Arthur E. Adams Jr.
Title: State Purchasing Manager	Title: Director, State and Local Contracts
Date: 2/6/12	Date: 1/31 /2012

www.NASPO.org



www.aboutWSCA.org

Attachment B

The State of Idaho, by and through its statutory agent, the Administrator, Division of Purchasing on behalf of the Requisitioning Agency, the (name of agency), hereinafter referred to as "lessee", enters into this Lease Agreement hereinafter referred to as "Lease", with the Pitney Bowes Inc. hereinafter referred to as "Lessor" whose name and address are noted in Exhibit E, said exhibit (and all other exhibits hereinafter referenced) attached hereto and incorporated in full, for the lease (rental) of the following equipment set forth in Exhibit A.

1. RESPONSIBILITY:

- A. Pitney Bowes will be responsible for delivery, installation, testing, training, maintenance and repair of the leased equipment. Pitney Bowes will be the sole point of contact for the delivery, installation, testing, training, maintenance and repair.
- B. As provided in the WSCA/NASPO-AZ, master contract number ADSPO11-00000411-7 with Idaho Participating Addendum Number PADD1096 Pitney Bowes Global Financial Services LLC. ("PBGFS"), will bill and accept payment for the leased equipment.
- 2. **EQUIPMENT**: Equipment shall be in good condition, without prior use by Lessor unless otherwise provided by the bidding documents, completely serviced for immediate use by Lessee, free from defect, and in all respects prepared for the use for which it is intended as per specifications set forth in Exhibit B.
- 3. CONFORMING GOODS: The Equipment shall minimally conform in all respects with the Equipment specifications as set forth in Western States Contracting Alliance and National Association of State Procurement Officials (hereafter WSCA/NASPO) master contract number ADSPO11-00000411-7 with Idaho participating Addendum Number PADD1096. In the event of nonconformity, and without limitation upon any other remedy, Lessee shall have no financial obligation in regard to the nonconforming Equipment.
- 4. **DURATION OF LEASE-OPTION TO RENEW:** Lessor agrees to lease said Equipment to Lessee for a period of time as set forth in Exhibit C, hereinafter referred to as "Lease Term." Lessee shall exercise its option to renew for annual periods, if at all and provided by the bidding documents, by serving written notice upon Lessor of its intent no later than thirty (30) days prior to conclusion of a Lease Term. Pricing for any renewal period shall not exceed the amount for the most recent annual period of the Lease Term or as provided by the bidding documents. Written notice shall be deemed to be received by Lessor upon dispatch of same by the Administrator, Division of Purchasing, in the postal system of the United States.
- 5. **COST OF LEASING:** The cost of leasing shall be as set forth in Exhibit D.

The available monthly terms and respective monthly lease rates are as follows:

Monthly Billing:

Term:	Lease Rate:
36	.0342
48	.0277
60	.0237

Attachment B

- 6. PAYMENT SCHEDULE: Lessee's obligation to make periodic payments for the lease of said Equipment shall begin upon delivery of goods which conform to the requirements of the Lease. Lessor agrees to bill Lessee on the 30th day of the month immediately prior to the month for which payment is requested. Payment for each Lease period shall be dispatched by Lessee no later than the 1st day of the month for the period for which payment is requested. Lessor is specifically aware that the use of said Equipment will be by the Requisitioning Agency listed in Exhibit E, an agency of the State of Idaho. Lessor is further aware that such use is to be funded by appropriations from the Legislature of the State of Idaho, and may be funded in part by the government of the United States of America. Lessor is further aware that payment pursuant to the terms of this Lease shall be by government voucher. Lessor specifically agrees that late payment by the State of Idaho shall not constitute grounds for Default. Any payments received later than sixty (60) calendar days from the due date may be subject to a late charge of five percent (5%) of the amount of the payment which remains due for more than sixty (60) calendar days. Lessee agrees to tender payment for the twelfth month of the Lease period simultaneously with tender of the first month's payment, if requested.
- 7. NOTICE OF INTENT TO CANCEL FOR DEFAULT: Lessor or Lessee shall give thirty (30) days written notice to the other, of any intent to cancel this Lease upon grounds of Default. Within that time period, the appropriate party shall have the absolute and uncontrolled right to cure. Written notice shall be dispatched by Lessor to the Administrator of the Division of Purchasing; if by Lessee to Lessor, at the respective mailing addresses heretofore stated in Exhibit E. Cancellation of this Lease shall be ineffective if attempted in any other manner.
- 8. **OWNERSHIP**: It is expressly understood and agreed that this is a contract of leasing only and that Lessee by these presents acquires no right, title, or interest in or to the Equipment described in this Lease, except those of Lessee under this Lease.
- 9. **PERSONAL PROPERTY.** The Equipment is and will remain personal property of the lessor and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

As the Equipment is and will remain personal property of the lessor, the lessor will be responsible for all personal property taxes. The State is generally exempt from payment of state sales and use taxes and from personal property tax and as such the State will not be billed by the lessor for the personal property tax

- 10. COST OF OPERATION: Lessee agrees to bear the entire cost of operating the leased Equipment and agrees to follow the manufacturer's servicing recommendations. Lessor shall have the right to inspect the leased Equipment during reasonable business hours.
- 11. **OVERLOADING:** Lessee agrees that it will not operate the Equipment beyond the rated capacity established by its manufacturer. Lessee also agrees not to make any alterations to the Equipment, its attachments, controls, or motors.
- 12. ASSIGNMENTS: This Lease shall not be assigned by Lessee, without the written consent of the Lessor. Neither this Lease, nor any of Lessor's rights hereunder, shall be assigned or in any other manner be transferred by Lessor to any other party, without the written consent of the Administrator, Division of Purchasing, and any such agreement or transfer without such approval shall cause the annulment of the Lease so assigned or transferred, at the option of the State of Idaho. For WSCA/NASPO-AZ master contract number ADSPO11-00000411-7 with Idaho participating Addendum Number PADD1096

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Attachment B

only, Pitney Bowes Corporation may assign the lease in whole or for payment only to another Pitney Bowes Owned Entity or Affiliate without the written consent of the Administrator, Division of Purchasing.

- NEGLIGENCE: The Lessee will hold the Lessor harmless for any liability arising out of the negligent use or operation of the Equipment by the Lessee. Lessor will hold Lessee harmless for any liability arising out of the negligence of Lessor; or defect or operation of the Equipment; or arising out of a failure by Lessor to comply with any state or federal statute, law, regulation or act.
- 14. **OFFICIALS, AGENT AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE**: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation or warranty made herein in any connection with this Lease.
- 15. APPROPRIATION BY LEGISLATURE REQUIRED: It is understood and agreed that Lessee is a government entity and this Lease shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects or refuses to appropriate such funds as may be designated by and enable the Requisitioning Agency to continue the Lease payments, this Lease shall be at such time automatically terminated and at an end, and all future rights and liabilities of the parties hereto shall thereupon cease within ten (10) days after written notice to the Lessor. It is understood and agreed that the Lease payments herein provided for shall be paid from the joint appropriation of the State of Idaho, Requisitioning Agency as listed in Exhibit E.
- 16. INSURANCE: The Lessee maintains a program of self insurance; and the Equipment will be insured to the same extent as other property of the Lessee. All Public Liability coverage for the Lessee individually shall be secured by Lessee. Upon written request Lessee shall furnish Lessor satisfactory evidence of such insurance coverage or self-insurance, which evidence shall among other things provide that Lessor receive immediate notice of policy cancellation. All such insurance or self-insurance shall protect, as their interests may appear, the Lessor, the Lessee, any other person having an interest in the Equipment, and any person responsible for the use or operation of the Equipment.

17. GENERAL PROVISION:

- (a) Neither party shall be liable or deemed to be in default for any Force Majeure delay or failure in performance under this Lease or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, insurrections, labor disputes, or unusual delays beyond the Lessor's control.
- (b) This Lease shall be construed in accordance with, and governed by the laws of the State of Idaho.
- (c) This Lease, with the WSCA/NASPO-AZ master contract number ADSPO11-00000411-7 with Idaho participating Addendum Number PADD1096 to the extent it is not in conflict with Exhibits A through E inclusive, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiation, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of the Lease shall prevail notwithstanding any variances with the terms and conditions of any order submitted by the State of Idaho.

OSI

EXHIBIT "A"

Equipment	General Equipment Description
	EXHIBIT "B"
Specifications:	WSCA/NASPO-AZ master contract number ADSPO11-0000041I-7 with Idaho participating Addendum Number PADD1096 specifications including contract terms and conditions, if not attached or otherwise described, are those stated in the WSCA/NASPO documents and are incorporated by reference as though herein set out in full.
	EXHIBIT "C"
Delivery Date:	On or Before
Lease Term:	year(s) [with option to renew, if provided in bidding documents]
	EXHIBIT "D"
Lease Costs:	Detailed equipment list and monthly cost (if maintenance agreement is purchased list maintenance cost per month) Monthly @ \$ per month
Delivery & Installation: De-installation & Removal:	NONE NONE
	EXHIBIT "E"
Contractor:	Requisitioning Agency's (Lessee) Name and Address:
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:



Contact:	Agency Contact:
Phone:	Phone:
Cell:	Cell:
Fax:	Fax:
Email:	Email:
Pitney Bowes Global Financial Services LLC ("PBG	FS")
Signature:	
Printed Name:	
Date:	
Contact:	
Phone:	
Cell:	
Fax:	
Email:	