

PARTICIPATING ADDENDUM**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**Led by the **State of Arizona**Master Agreement #: **CTR058808**Contractor: **PITNEY BOWES INC.**Participating Entity: **STATE OF IDAHO**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

2. Participation: All State governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (each a "Purchasing Entity" or "Ordering Entity") are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint 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 subdivisions 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 purchasing orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Non-profits may not procure items under this Participating Addendum.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Art Adams, Director Government Contract Compliance, Pitney Bowes Inc
Address:	3001 Summer St. MSC1C-305 Stamford CT, 06926
Telephone:	480-206-2984
Fax:	203-460-3827
Email:	Art.adams@pb.com

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Name:	Francie Coffey, Government Sales Director, Pitney Bowes Inc
Address:	3001 Summer St, Stamford CT, 06926
Telephone:	213-56-1917
Fax:	
Email:	Francie.coffey@pb.com

PARTICIPATING ENTITY:

Name:	Thayne Pearson
Address:	650 W. State St. Room 100
Telephone:	208-332-1605
Fax:	208-327-7320
Email:	Thayne.pearson@adm.idaho.gov

Participating Entity Modifications and Additions to the Master Agreement

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- 4.1 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.
- 4.2 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. 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 full force and effect. 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).
- 4.3 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more

persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

- 4.4. Idaho Administrative Fee and Quarterly Usage Report:** A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Washington Master Agreement No. 00318).

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter: July 1 – September 30	October 31 st
2nd Quarter: October 1 – December 31	January 31 st
3rd Quarter: January 1 – March 31	April 30 th
4th Quarter: April 1 – June 30	July 31 st

Contractor must furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter) and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

E-mail your completed Quarterly Summary Usage Reports to: purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
- 6.1. Termination for Convenience**: The State may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State's best interest. In the event of termination of the PADD, all underlying leases, rentals, maintenance, and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in

accordance with the terms of the applicable agreement.

- 6.2. Termination for Default:** The State may terminate the Participating Addendum (but not the underlying leases or orders issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) days of receiving written notice of said breach or non-compliance.
- 6.3. Public Records and Trade Secret:** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, methodic technique or process that derives economic value, actual potential from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." Upon request, the Contractor must provide an electronic copy of any documents related to this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.
- 6.4. Software Licenses:** Software license terms and conditions applicable to an Order may be found at www.pb.com/states or <https://www.naspovaluepoint.org/portfolio/mailling-equipment-supplies-and-maintenance-2022-2027/pitney-bowes-inc/>. A list of the applicable software terms is found in Attachment D attached hereto and made a part hereof.
- 6.5. Compliance with Postal Regulations:** 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 and attached hereto as Attachment C.

PARTICIPATING ADDENDUM



- 6.6. Lease Agreements:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number **CTR058808**.
- 6.6.1.** The Master Mailing Equipment Lease Agreement, attached as Attachment A, is the only lease agreement that may be used by State agencies, as defined in Idaho Code Section 67-9203(3), for equipment leased under this PADD.
- 6.6.2.** Non-State agencies may utilize any leasing option provided under the Master Agreement and deemed appropriate by the leasing entity.
- 6.7. Placement of Orders:** All orders under this PA are to be made out to and processed by Pitney Bowes and must be accompanied by a completed Placement Order Form, attached as Attachment B. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order
- 6.8. Individual Customer:** Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum 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 to follow the terms and conditions of the Participating Addendum and the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity 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 Purchasing Entity individually.
- 6.9. Acceptance:**
- 6.9.1.** When the purchase does not require installation, acceptance shall occur sixty (60) calendar days after delivery, unless the Purchasing Entity has notified the Contractor in writing within said sixty (60) day period, that the product delivered does not meet the specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.
- 6.9.2.** When the Order requires installation, acceptance shall occur sixty (60) calendar days after completion of installation, unless the Purchasing Entity has notified the Contractor in writing, within said sixty (60) day period, that the products(s) delivered does not meet the specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.
- 6.10.** When the Order requires the delivery of services, acceptance shall occur sixty (60) calendar days after delivery of the services, unless the Purchasing Entity has notified the Contractor in writing, within said sixty (60) day period, that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs, or test procedures or programs identified in the Order.

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Led by the **State of Arizona**

ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number CTR058808 (administered by the State of Arizona), as amended, 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 Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Thayne Pearson</i>	Signature: Arthur E. Adams Jr., PBI Director Government Contract Compliance Digitally signed by Arthur E. Adams Jr., PBI Director Government Contract Compliance Date: 2022.12.09 13:55:54 -05'00'
Name: Thayne Pearson	Name: Arthur E. Adams, Jr.
Title: Buyer	Title: Director, Government Contract Compliance
Date: December 28, 2022	Date: December 9, 2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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Led by the **State of Arizona**

ATTACHMENT A

STATE OF IDAHO

MASTER MAILING EQUIPMENT LEASE AGREEMENT

This Master Mailing Equipment Lease Agreement is between:

Lessor **Pitney Bowes Global Financial Services, LLC**

and

Lessee **State of Idaho**

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Purchasing Entity, as defined in PADD20231447 and identified on the individual Placement Order Form(s)

1 EQUIPMENT TO BE LEASED

Lessor agrees to lease the equipment listed on each individual Placement Order Form to the Leasing Entity executing the Placement Order Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Arizona No. **CTR058808** (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum PADD20231477 (Idaho's PADD).

2 TRUE LEASE

THIS MASTER MAILING EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

3 LEASE TERM

Each lease shall be effective as detailed on the associated Placement Order Form, unless sooner terminated by either party as set forth in Section 11, below.

3.1 Coterminal Lease Termination for Added Equipment. If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing lease piece of equipment, the lease for the equipment and accessories must be coterminal.

3.2 Lease Renewals. At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month-to-month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of Lease Term.

3.3 Holdover. Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time

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frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

3.4 Lease Cancellation. By signing its Placement Order Form, the Leasing Entity agrees that EACH PLACEMENT ORDER FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT ORDER FORM FOR A LEASE MADE PURSUANT TO PADD20231477; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Nonappropriation and Contractor breach.

4 DEFINITIONS

"Leased Equipment" means the equipment described in the Leasing Entity's Placement Order Form; as well as any equipment replaced by Lessor during the term of the individual lease.

"Lease Term" means the term of the individual lease set forth in Section 3, above.

"Lessor" means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA.

"Ordering Entity" and "Leasing Entity" are used interchangeably and refer to the Idaho state agency or other public agency executing a Placement Order Form to lease copier equipment under Idaho's PADD and this **MLA**.

"Placement Order Form" means the form utilized by an Ordering Entity to place an order against Idaho's PADD (Exhibit B to Idaho's PADD).

"State" means the State of Idaho.

5 CONSIDERATION

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Purchasing Entity the equipment described in Attachment B, for the lease payment(s) set forth in Attachment B. Lessor's service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement No., **CTR058808**, as amended, and Idaho's PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Order Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent quarter, unless otherwise specified on the applicable Placement

Order Form. Payment terms shall be net thirty (30) days from the date of the invoice.

6 CONDITION OF EQUIPMENT

Leased Equipment must be new and unused, meaning products which are manufactured from new parts. New equipment may contain some recycled raw materials, parts, or components, including serviceable used parts, which are warranted the equivalent as new. New equipment is still in its original carton and has never been used, although it may have been tested at the manufacturer's facility solely for the purpose of ensuring proper operation of machine or system integration. Postage meters may not be new however, by Postal Regulation, Pitney Bowes is responsible to insure they are in proper working order. Pitney Bowes may offer equipment that has been factory refurbished, to like new condition (Green Products). This equipment will carry complete warranty coverage. Proposals will clearly identify if the product being offered is a Green Product.

Though they are not specifically covered herein, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Order Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Order Form, by signing an acceptance certificate, if applicable, which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location upon prior written consent of the Lessor.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

8 OWNERSHIP AND INSPECTION

This is an agreement for leasing only. Leasing Entity will acquire no right, title, or interest in or to

the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

9 DAMAGE, WARRANTY, and MAINTENANCE

Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity in accordance with Section 7 above.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source who is under Lessor's control, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession, or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

10 INSURANCE

Lessor shall procure, maintain, and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) must protect the leased equipment from loss or damage for the term of the applicable lease.

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11 TERMINATION

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this **MLA** may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this **MLA**, which material breach is not cured within thirty (30) after written notice is provided by the non-breaching party. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.

11.3 Nonappropriation. Lessee warrants that it has funds available to pay all payments until the end of Lessee's current fiscal period. Lessee is a government entity, and this MLA shall not be construed so as to bind or obligate the State beyond the term of Lessee's current fiscal year for any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects, or refuses to appropriate funds to continue the Lease Payments beyond Lessee's then current fiscal year, all affected future rights and liabilities of the parties shall thereupon cease at the end of Lessee's then current fiscal year within ten (10) calendar days after notice to the Lessor.

This Nonappropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

12 NOTICE

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

13 GOVERNING LAW, JURISDICTION AND VENUE

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequent fully executed amendment:

State of Idaho Participating Addendum (PADD20231477)

NASPO ValuePoint Master Price Agreement (Arizona No. **CTR058808**), as amended

Attachment B: Placement Order Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION

This MLA is made pursuant to the state of Arizona's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.



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ATTACHMENT B
PLACEMENT FORM

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 Led by the **State of Arizona**

STATEWIDE MAILING EQUIPMENT CONTRACT							
EQUIPMENT PLACEMENT ORDER FORM							
PO Date:	X/X/XX			Agency PO #	###		
Agency:	Purchasing Entity			Contractor:	Pitney Bowes		
Agency Contact:	Name			Contract #	PADD 20231447		
				NASPO Contract #	CTR058808		
Equipment Description (model, accessories, etc.):							
Maintenance Description (included services, frequency, etc.):							
For Purchase:							
Delivery				Purchase Price (one-time costs)			
Warranty				Ongoing Costs (if applicable)	Pitney Bowes		
For Lease:							
Delivery				Monthly Lease Price			
Lease Term				Total Lease Price			
				Other Costs (if applicable)			
For Meter Rental:							
Delivery				Monthly Rental Fee			
Delivery Address:							
Equipment Location							
City, State, Zip							
Agency Contact:					Phone:		
Billing Address:							
Street							
City, State, Zip							
Agency Contact:					Phone:		
Special Instructions:							
This order is placed pursuant to the Master Agreement CTR058808 executed by and between the Contractor and the State of Arizona, and PADD as executed by the Division of Purchasing and the Contractor. By signing below the agency agrees to the terms and conditions contained therein.							
(Agency Authorized Signature)							
The Agency shall send One (1) complete copy of this Equipment Placement Form to the Division of Purchasing- email to purchasing@dmr.state.arizona.gov when issued.							

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ATTACHMENT C NASPO VALUEPOINT
POSTAGE METER RENTAL TERMS AND CONDITIONS

DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" - the Order, Idaho's Participating Addendum (PADD20231477), the NASPO ValuePoint Master Agreement **CTR058808**, as amended, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"Initial Term" - the rental period listed on the Order.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine.

"Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 2.7; and the Soft-Guard Program outlined in Section 2.6.

"Master Agreement" - NASPO ValuePoint Master Agreement **CTR058808** Mail Room Equipment, Services and Maintenance contract, as amended, administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by PBI, PBI's responses to any requests for clarifications and/or our best and final offer.

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"NASPO ValuePoint" - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

"Order" - the executed Placement Order Form between the applicable Pitney Bowes company and the Participating Entity for the products covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"Purchasing Entity" - the agency identified on the Order that is renting equipment or purchasing Meter Services.

"Reserve Account" - the Reserve Account that Participating Entity maintains at the Bank.

"State Participating Addendum" - the bilateral agreement executed by PBI and the state of Idaho incorporating the Master Agreement.

"USPS" - the United States Postal Service.

"We", "our" or "us" – the Pitney Bowes companies with whom you've entered into the Order.

"You" or "your" - the entity identified in the Order.

1. EQUIPMENT RENTAL AND METER SERVICES

- 1.1. If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- 1.2. At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. If you don't wish to renew the rental term or Meter Services term, you must deliver a written notice to us at least 30 days prior to the renewal of the rental term or Meter Services term, as applicable, to the address in Section 20 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

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1.3 If Purchasing Entity does not pay the fees when due or does not comply with the Agreement, PBI may disable the Meter, terminate the Agreement, retake the Meter, and collect from Purchasing Entity all fees due through the termination date of the Agreement.

1.4 Purchasing Entity is responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

1.2. Postage

1.2.1. Purchasing Entity may transfer funds to the Bank for deposit into its Reserve Account or may transfer funds to the USPS through a lockbox bank ("Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice

1.2.2. If Purchasing Entity participates in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), PSI will advance payment on Purchasing Entity's behalf to USPS, subject to repayment by Purchasing Entity under the terms of the postage advance program and billed separately from the Meter Services fees.

1.2.3. If Purchasing Entity purchases postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

1.2.4 To the extent the USPS promulgates a surcharge, additional fee, or time-limited price change applicable to a product, service or subscription under this Agreement, then such surcharge, fee, or time-limited price change may be applied to the then applicable prices.

1.3. Terms of Use; Federal Regulations

1.3.1. Purchasing Entity may use the Meter solely for the purpose of processing its mail, provided that it is authorized by the USPS to use the Meter, and that Purchasing Entity complies with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.

1.3.2. Purchasing Entity agrees to use only attachments or printing devices authorized by us.

1.3.3. Purchasing Entity must receive PBI's written consent before moving the Meter to a different location.

1.3.4. Federal regulations require that PBI own the Meter.

1.3.5. Tampering with or misusing the Meter is a violation of federal law.

1.3.6. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual.

1.3.7. If the Meter is used in any unlawful scheme or is not used for any consecutive twelve (12) month period, or if takes the Meter or allows the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if Purchasing Entity enters a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if Purchasing Entity otherwise fails to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. Purchasing Entity acknowledges that any use of this Meter that fraudulently deprives the USPS of revenue can cause it to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in

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imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- 1.3.8.** Purchasing Entity is responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to PBI. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- 1.3.9.** Purchasing Entity understands that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is Purchasing Entity's obligation to comply with any rules and regulations regarding its use.
- 1.3.10.** You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- 1.3.11.** USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

1.4. Care and Risk of Loss

- 1.4.1.** Purchasing Entity agrees to take proper care of the Meter(s), as stated in this Agreement and any user documentation.
- 1.4.2.** Purchasing Entity assumes all **risk** of loss or damage to the Meter while Purchasing Entity has possession.

1.5. Rate Updates and Soft-Guard® Program

- 1.5.1.** Purchasing Entity's Meter or Equipment may require periodic rate information updates that Purchasing Entity can obtain under our Soft-Guard® program.
- 1.5.2.** PBI will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code, or zone change.
- 1.5.3.** Purchasing Entity's Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.
- 1.5.4.** PBI will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

1.6. Repair or Replacement

- 1.6.1.** If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the

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Meter(s) while you have possession. If the Meter malfunctions or fails due to reasons other than Excluded Circumstances, then PBI will repair or replace the Meter.

1.6.2. REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

1.7. Limitation of Liability

See Master Agreement

1.8. Collection of Information

- 1.8.1.** Purchasing Entity authorizes PBI to access and download information from the Meter or from your PC Postage account and PBI may disclose this information to the USPS or other governmental entity.
- 1.8.2.** PBI will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that PBI obtain about Purchasing Entity in this manner unless required to by law or court order.
- 1.8.3.** PBI may elect to share aggregate data about customers' postage usage with third parties.

2. VALUE BASED SERVICES

Value Based Services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services.

2.1. Fees

- 2.1.1.** Any fees charged by the USPS for any Value Based Service are your responsibility to pay for and are payable by the same way that you pays for postage.
- 2.1.2.** The USPS is solely responsible for its services.
- 2.1.3.** We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

2.2. THE VALUE BASED SERVICES PROVIDED BY THE USPS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI IS NOT LIABLE FOR ANY DAMAGES PURCHASING ENTITY MAY INCUR BY REASON OF PURCHASING ENTITY'S USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

2.3. Ending the Value Based Services. PBI has the right to terminate the Value Based Services if the USPS discontinues offering the service or Purchasing Entity breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after Purchasing Entity has been notified in writing.

3. EMBEDDED SOFTWARE, APPLICATIONS

- 3.1.** PBI's Equipment may contain embedded software. For embedded software, Purchasing Entity agrees that: (i) PBI and its licensors own the copyrights and other intellectual property to it; (ii) Purchasing Entity is licensed only to use it with PBI's Equipment in which it resides; (iii) Purchasing Entity will not copy, modify, de-

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compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (iv) Purchasing Entity will not distribute or otherwise disclose it (or any portion thereof) to any other person. Technical support for the embedded software will be given according to the SLA covering the Equipment with the embedded software.

Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

4. INTERNET ACCESS POINT

- 4.1.** The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

5. ENDING THIS AGREEMENT

- 5.1.** Purchasing Entity's right to use the Meter or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.
- 5.2.** After the Initial Term, either party may cancel this Agreement, in whole or in part, upon thirty (30) days prior written notice.
- 5.3.** PBI reserves the right to recover or disable the Meter and terminate this use at any time if in violation of the terms of use under the Federal Regulations.
- 5.4.** After cancellation or termination of this Agreement, Purchasing Entity must return the Meter to PBI in the same condition as it was received, reasonable wear and tear excepted.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- UI.1** In connection with Purchasing Entity's use of a Postage Evidencing System, Purchasing Entity may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or Purchasing Entity may transfer funds to the

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Bank for deposit into its Reserve Account.

- UI.2 To the extent Purchasing Entity deposits funds in advance of the use of any evidence of postage, Purchasing Entity may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in Purchasing Entity's Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by Purchasing Entity to the Lockbox Bank account described above.
- UI.3 Any deposit made by Purchasing Entity in its Reserve Account is subject to the Reserve Account - Agreement and Disclosure Statement governing the Reserve Account.
- UI.4 Any Deposit made by Purchasing Entity in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. Purchasing Entity shall not receive or be entitled to any interest or other income earned on such Deposits.
- UI.5 The USPS will provide a refund to Purchasing Entity for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by Purchasing Entity, so that PBI can update its records.
- UI.7 PBI may deposit funds on Purchasing Entity's behalf. The USPS will make no advances of funds to Purchasing Entity. Any relationship concerning advances of funds is between Purchasing Entity and PBI, PBGFS and/or the Bank.
- UI.8 Purchasing Entity acknowledges that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. Purchasing Entity acknowledges that Purchasing Entity shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.



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ATTACHMENT D

SOFTWARE LICENSE AGREEMENTS

On-Demand Software Subscription Terms
On-Premise Software License Agreement
Hosting Addendum
DI2000 Terms