

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 1 of 15

1. Scope: This addendum covers the Mail Room Equipment, Services and Support led by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State of Nebraska ("State" or "Nebraska"). Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations."

3. Participating State Modifications or Additions to Master Agreement:

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

Modifications/Additions

- 3.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this participating addendum are attached hereto as Attachment A.
- 3.2 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 is attached hereto as Attachment B.

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 2 of 15

3.3 TAXES of the Standard Terms and Conditions shall read as follows:

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat § 2704.15 from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy. Eligible entities other than the State agencies, departments and facilities shall pay applicable taxes as required by state law unless an exemption certificate is provided to the Contractor.

3.4 DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements 2. A material breach of any term or condition of this contract. Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions; 3. Suspend Contractor from receiving future proposal solicitations.

3.5 REPORTS of the Standard Terms and Conditions shall contain additional language as follows:

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 3 of 15

September 30

October 31

- 3.6 DELIVERY OF GOODS shall be added as follows:
No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service; failing which the Product or Service shall be deemed accepted by the Purchasing Entity.
- 3.7 WARRANTY of the Standard Terms and Conditions shall contain additional language as follows:
The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.
- 3.8 PROMPT PAYMENT of the Standard Terms and Conditions shall read as follows:
The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.
- 3.9 RECORDS ADMINISTRATION AND AUDIT OF RECORDS of the Standard Terms and Conditions shall be amended to read as follows:
All Contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable written notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other actions are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 4 of 15

In addition to, and in no way in limitation of any obligation in the contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all verified overpayments made by the State under the contract for which an exception has been taken or payments which have been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

3.10 LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to read as follows:

The Contractor shall not commence any work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been received and approved by the State. If Contractor will be utilizing any subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 5 of 15

Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver or subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL
AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, vicarious liability for the acts of independent contractors which may arise from operations under this contract, whether such operation be by the Contractor or by anyone directly employed by the Contractor. The Contractor shall require a subcontractor, when applicable, similarly to provide and maintain Commercial General Liability Insurance and Commercial Automobile Liability Insurance.

The amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises / Operations, Products / Completed Operations, vicarious liability for the acts of independent contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. INSURANCE COVERAGE AMOUNTS REQUIRED

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 6 of 15

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 for each employee

2. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

3. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
-------------------------------	-----------------------------------

4. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
------------------------	----------------------------

D. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 1526 K St. Suite 130 Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expirations and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 7 of 15

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage certificate of insurance shall be submitted immediately to ensure no break in coverage.

3.11 DRUG POLICY shall be added as follows:

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

3.12 NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:

The Contractor is required and hereby agrees to use federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C.1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

3.13 IN STATE PREFERENCE

A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

3.14 NONDISCRIMINATION

The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 8 of 15

applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125), The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

3.15 NE ACCESS TECHNOLOGY STANDARDS

Vendor agrees to ensure compliance with Nebraska Access Technology Standards. Should such compliance become a requirement for the products provided by the Contractor to the State, the Contractor will upon prior written approval from the State of Nebraska Purchasing Bureau make every attempt to comply and accommodate via internal solutions or external vendors at the State's expense. See website at: <http://www.nitc.state.ne.us/standards/2-101.html>

3.16 LIMITATION OF LIABILITY shall be added as follows:

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and it is further the opinion of the State of Nebraska that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

3.17 EARLY TERMINATION

The contract may be terminated as follows:

The State and the Contractor, by mutual written agreement, may terminate this Participating Addendum at any time.

- A. The State, in its sole discretion, may terminate this Participating Addendum for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro-rata basis, for products or services

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 9 of 15

satisfactorily performed or provided.

B. The State may terminate the contract immediately for the following reasons:

1. If directed to do so by statute;
2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
3. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors or shareholders;
5. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapter of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; (or (iii) the Contractor has been decreed or adjudged a debtor);
6. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
7. Contractor intentionally discloses confidential information;
8. Contractor has or announces it will discontinue support of the deliverable;
9. Second or subsequent documented "significant vendor performance report" form deemed valid by the State Purchasing Bureau and not cured.

In the event the Participating Addendum is terminated, any underlying leases shall remain in full force and effect for the duration of their remaining term, subject to the termination provisions contained within such lease.

3.18 FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 10 of 15

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

3.19. ADMINISTRATIVE FEE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

Period End	Payment Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

4. Lease Agreements: Equipment Lease and Rental Agreements are authorized in

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 11 of 15

accordance with the terms of WSCA/NASPO Master Price Agreement number:
ADSPO11-00000411-7. Attachment **CB** reflects the lease and/or rental options
Participating State/Entity has agreed to use.

5. Primary Contacts: The primary contact individuals for this
Participating Addendum are as follows (or their named successors):

Contractor

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

Contractor - Government Channel Manager

Name	Bill Walter
Address	Pitney Bowes, Inc. 1 Elmcroft Rd. Stamford, CT 06926
Telephone	480-206-2984
Fax	203-460-3827
E-mail	bill.walter@pb.com

Participating Entity

Name	Annette Walton, Buyer, State of Nebraska, State Purchasing Bureau
Address	1526 K St. Suite 130 Lincoln, NE 68508
Telephone	402-471-8889
Fax	402-471-2089

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 12 of 15

E-mail	annette.walton@nebraska.gov
--------	--

6. **Subcontractors:** All Pitney Bowes, Inc. and resellers authorized in the State of Nebraska, as shown on the dedicated Pitney Bowes, Inc. website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Pitney Bowes, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **Purchase Order Instructions:** All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSP011-00000411-7" (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 preference 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: **13578 OC** and the Lead State price agreement number: ADSP011-00000411-7.
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

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 13 of 15

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 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 (13578 OC) 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 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.

11. Changes:

- A. The parties hereby agree that effective for new orders received by the Contractor on April 1, 2014 and thereafter, under the Contract, the State**

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")


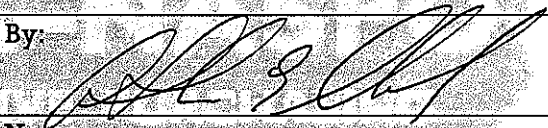
Participating State Contract Number 13578 OC

Page 14 of 15

will not require the Contractor to pay or provide reporting for an Administrative Fee as required under Section 3.19, "Administrative Fee". The Contractor, pursuant to the Master Agreement, agrees to adjust its pricing under the Contract, effective April 1, 2014, to equal the Master Agreement pricing levels for new orders received after April 1, 2014.

- B. Renumbered Paragraphs after removing Section 3.19 – Administrative Fees.**
- C. Correcting typographical errors.**

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

Participating State: State of Nebraska	Contractor: Pitney Bowes Inc.
By: 	By: 
Name: Bo Botelho	Name: Arthur E. Adams Jr.
Title: AS Material Administrator	Title: Director, State and Local Contracts
Date: 3/2/14	Date: 2/24/2014

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**PARTICIPATING ADDENDUM
AMENDMENT THREE**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT**
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 15 of 15

**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**



WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION LLC

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 1 of 14

1. Scope:

This addendum covers the Mail Room Equipment, Services and Support led by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation:

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State of Nebraska ("State" or "Nebraska"). Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations."

3. Participating State Modifications or Additions to Master Agreement:

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

Modifications/Additions

- 3.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this participating addendum are attached hereto as Attachment A.
- 3.2 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

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 2 of 14

rental and use of postage meters supplied under this participating addendum as provided by the Contractor is attached hereto as Attachment B.

3.3 TAXES of the Standard Terms and Conditions shall read as follows:

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat § 2704.15 from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy. Eligible entities other than the State agencies, departments and facilities shall pay applicable taxes as required by state law unless an exemption certificate is provided to the Contractor.

3.4 DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements 2. A material breach of any term or condition of this contract. Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions; 3. Suspend Contractor from receiving future proposal solicitations.

3.5 REPORTS of the Standard Terms and Conditions shall contain additional language as follows:

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End

Report Due

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 3 of 14

December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

- 3.6 **DELIVERY OF GOODS** shall be added as follows:
No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service, failing which the Product or Service shall be deemed accepted by the Purchasing Entity.
- 3.7 **WARRANTY** of the Standard Terms and Conditions shall contain additional language as follows: The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.
- 3.8 **PROMPT PAYMENT** of the Standard Terms and Conditions shall read as follows:
The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.
- 3.9 **RECORDS ADMINISTRATION AND AUDIT OF RECORDS** of the Standard Terms and Conditions shall be amended to read as follows:
All Contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable written notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other actions are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 4 of 14

In addition to, and in no way in limitation of any obligation in the contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all verified overpayments made by the State under the contract for which an exception has been taken or payments which have been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

3.10 LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to read as follows:

The Contractor shall not commence any work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been received and approved by the State. If Contractor will be utilizing any subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 5 of 14

subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver or subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, vicarious liability for the acts of independent contractors which may arise from operations under this contract, whether such operation be by the Contractor or by anyone directly employed by the Contractor. The Contractor shall require a subcontractor, when applicable, similarly to provide and maintain Commercial General Liability Insurance and Commercial Automobile Liability Insurance.

The amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises / Operations, Products/Completed Operations, vicarious liability for the acts of independent contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. INSURANCE COVERAGE AMOUNTS REQUIRED

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 6 of 14

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 for each employee

2. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

3. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
-------------------------------	-----------------------------------

4. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
------------------------	----------------------------

D. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S. 1st Fl. Lincoln, NE 68508 1526 K St. Suite 130 Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expirations and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 7 of 14

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage certificate of insurance shall be submitted immediately to ensure no break in coverage.

3.11 DRUG POLICY shall be added as follows:

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

3.12 NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:

The Contractor is required and hereby agrees to use federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C.1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

3.13 IN STATE PREFERENCE

A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

3.14 NONDISCRIMINATION

The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 8 of 14

contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125). The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

3.15 NE ACCESS TECHNOLOGY STANDARDS

Vendor agrees to ensure compliance with Nebraska Access Technology Standards. Should such compliance become a requirement for the products provided by the Contractor to the State, the Contractor will upon prior written approval from the State of Nebraska Purchasing Bureau make every attempt to comply and accommodate via internal solutions or external vendors at the State's expense. See website at: <http://www.nitc.state.ne.us/standards/2-101.html>

3.16 LIMITATION OF LIABILITY shall be added as follows:

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and it is further the opinion of the State of Nebraska that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

3.17 EARLY TERMINATION

The contract may be terminated as follows:

- A. The State and the Contractor, by mutual written agreement, may terminate this Participating Addendum at any time.
- B. The State, in its sole discretion, may terminate this Participating Addendum for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 9 of 14

satisfactorily performed or provided.

C. The State may terminate the contract immediately for the following reasons:

1. If directed to do so by statute;
2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
3. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors or shareholders;
5. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor);
6. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
7. Contractor intentionally discloses confidential information;
8. Contractor has or announces it will discontinue support of the deliverable;
9. Second or subsequent documented "significant vendor performance report" form deemed valid by the State Purchasing Bureau and not cured.

In the event the Participating Addendum is terminated, any underlying leases shall remain in full force and effect for the duration of their remaining term, subject to the termination provisions contained within such lease.

3.18 FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 10 of 14

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

3.19 ADMINISTRATIVE FEE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

Period End	Payment Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

4. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of WSCA/NASPO Master Price Agreement

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 11 of 14

number: ADSPO11-00000411-7. Attachment B reflects the lease and/or rental options Participating State/Entity has agreed to use.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Contractor – Government Channel Manager Local Strategic State Account

Manager

Name	Bill Walter Burdette Elsbury
Address	Pitney Bowes, Inc. 1 Elmcroft Rd. 1101101 I Street Stamford, CT 06926 Omaha, NE 68127
Telephone	480-206-2984 402-902-8210
Fax	203-460-3827 203-460-9145
E-mail	bill.walter@pb.com burdette.elsbury@pb.com

Participating Entity

Name	Annette Walton, Buyer, State of Nebraska, State Purchasing Bureau Julie Hopp, Buyer, State of Nebraska, State Purchasing Bureau
Address	1526 K St. Suite 130 Lincoln, NE 68508 301 Centennial Mall South
Telephone	402-471-8889 402-471-6500

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSPO11-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 12 of 14

Fax	402-471-2089
E-mail	annette.walton@nebraska.gov

6. Subcontractors: All Pitney Bowes, Inc. and resellers authorized in the State of Nebraska, as shown on the dedicated Pitney Bowes, Inc. website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Pitney Bowes, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master 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 preference 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: 13578 OC 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

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT

Pitney Bowes Inc.

Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 13 of 14

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 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 (13578 OC) and the Master Price Agreement (number ADSP011-00000411-7 - 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 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.

11. Changes:

a. Adding line 48 for leased equipment

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
48	Leased Equipment	200,000.0000	\$	1

b. Updating contact information

c. Physical address of State Purchasing Bureau in Section 3.10; D - Evidence of

**PARTICIPATING ADDENDUM
AMENDMENT TWO**

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
Pitney Bowes Inc.
Master Agreement No: ADSP011-00000411-7
(hereinafter "Contractor")

And



State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 13578 OC

Page 14 of 14

- Coverage**
- d. Per Nebraska Statutes, added Sections 3.13, 3.14, 3.15
 - e. Renumbered paragraphs.

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

Participating State: State of Nebraska	Contractor: Pitney Bowes Inc.
By: 	By: 
Name: Bo Botelho	Name: Arthur E. Adams Jr.
Title: AS Material Administrator	Title: Director, State and Local Contracts
Date: 3/17/14	Date: 2/24/2014

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 1 of 12

1. **Scope:** 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/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. **Participation:** Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State of Nebraska ("State" or "Nebraska"). Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations."

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

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

Modifications/Additions

- 3.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this participating addendum are attached hereto as Attachment A.
- 3.2 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 is attached hereto as Attachment B.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 2 of 12

TAXES of the Standard Terms and Conditions shall read as follows:

The State of Nebraska is exempt from the obligation to pay federal excise taxes; it is further exempt by state law, Neb. Rev. Stat. § 2704.15, from the obligation to pay sales and use taxes. Taxes must not be included in the bid prices. Exemption by statute precludes the obligation to furnish a State of Nebraska exemption certificate. Copies of exemption certificates may be attached hereto as a courtesy. Eligible entities other than the State agencies, departments and facilities shall pay applicable taxes as required by state law unless an exemption certificate is provided to the Contractor.

DEFAULT AND REMEDIES of the Standard Terms and Conditions shall be amended as follows:

To the extent permitted by law, any of the following events shall constitute cause for Nebraska to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements 2. A material breach of any term or condition of this contract. Nebraska shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, Nebraska may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions 3. Suspend Contractor from receiving future proposal solicitations.

REPORTS of the Standard Terms and Conditions shall contain additional language as follows:

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska utilization: (a) purchase order number; (b) description; (c) quantity; and (d) price. These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

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

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 3 of 12

DELIVERY OF GOODS shall be added as follows:

No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor of non-acceptance within fifteen (15) days of delivery of a Product or Service; failing which the Product or Service shall be deemed accepted by the Purchasing Entity.

WARRANTY of the Standard Terms and Conditions shall contain additional language as follows:

a) The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.

PROMPT PAYMENT of the Standard Terms and Conditions shall read as follows:

The State of Nebraska will make payments in strict accordance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 et seq., as described in Neb. Rev. Stat. § 81-2403 of the Act. Interest charges may be assessed for late payments in accordance with § 81-2404 of the Act. Payments are due upon receipt of an undisputed invoice, merchandise or service, whichever is later, and payable in accordance with the Act unless otherwise specified in a Transaction Document.

RECORDS ADMINISTRATION AND AUDIT OF RECORDS of the Standard Terms and Conditions shall be amended to read as follows:

All Contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable written notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all verified overpayments made by the State under the contract for which an exception has been taken or payments which have been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 4 of 12

**LIABILITY INSURANCE of the Standard Terms and Conditions shall be amended to
read as follows:**

The Contractor shall not commence any work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been received and approved by the State . If Contractor will be utilizing any subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder

National Association of State Procurement Officials
If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**B. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL
AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor performing work covered by this contract

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 5 of 12

from claims for damages for bodily injury, including death, as well as from claims for property damage, vicarious liability for the acts of independent contractors which may arise from operations under this contract, whether such operation be by the Contractor or by anyone directly employed by the Contractor. The Contractor shall require a subcontractor, when applicable, similarly to provide and maintain Commercial General Liability Insurance and Commercial Automobile Liability Insurance.

The amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, vicarious liability for the acts of independent contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

C. INSURANCE COVERAGE AMOUNTS REQUIRED

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

2. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 6 of 12

3. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage \$1,000,000 combined single limit

4. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

D. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage certificate of insurance shall be submitted immediately to ensure no break in coverage.

DRUG POLICY shall be added as follows:

Drug Policy: Contractor certifies, by signing this agreement that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State of Nebraska.

NEW EMPLOYEE WORK ELIGIBILITY STATUS shall be added as follows:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 7 of 12

Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

LIMITATION OF LIABILITY shall be added as follows:

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and it is further the opinion of the State of Nebraska that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

EARLY TERMINATION

National Association of State Procurement Officials

The contract may be terminated as follows:

- A. The State and the Contractor, by mutual written agreement, may terminate this Participating Addendum at any time.
- B. The State, in its sole discretion, may terminate this Participating Addendum for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- C. The State may terminate the contract immediately for the following reasons:
 1. if directed to do so by statute;
 2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 3. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 8 of 12

4. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors or shareholders;
5. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; (or (iii) the Contractor has been decreed or adjudged a debtor);
6. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
7. Contractor intentionally discloses confidential information;
8. Contractor has or announces it will discontinue support of the deliverable;
9. second or subsequent documented "significant vendor performance report" form deemed valid by the State Purchasing Bureau and not cured.

In the event the Participating Addendum is terminated, any underlying leases shall remain in full force and effect for the duration of their remaining term, subject to the termination provisions contained within such lease.

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The States obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 9 of 12

ADMINISTRATIVE FEE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to (1%) of the net sales (net of any returns, credits or adjustments) under this contract, for the contract period. The Contractor's pricing to the State shall be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with the following schedule:

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

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be provided in secure electronic format and/or submitted electronically to the State contact listed on the contract.

4. **Lease Agreements:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of WSCA/NASPO Master Price Agreement number: ADSP011-00000411-7. Attachment C reflects the lease and/or rental options Participating State has agreed to use.

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

Lead State

Name	Terri Johnson, Strategic Contracts Team Lead
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 10 of 12

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 – Local Strategic State Account Manager

Name	Burdette Elsbury,
Address	1101101 I Street, Omaha NE 68127
Telephone	402-902-8210
Fax	203-460-9145
E-mail	Burdette.elsbury@pb.com

Participating Entity

Name	Julie Hopp, Buyer, State of Nebraska, State Purchasing Bureau
Address	301 Centennial Mall South
Telephone	402-471-6500
Fax	402-471-2089
E-mail	julie.hopp@nebraska.gov

6. Subcontractors:

All Pitney Bowes dealers and resellers authorized in the State of Nebraska as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the 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 # ADSP011-00000411-7" (2) Your Name, Address, Contact, & Phone-Number.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")

Page 11 of 12

Orders can be made out to either (a) Pitney Bowes, or (b) to an AUTHORIZED reseller depending upon the preference 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: **13578 OC** and the Lead State price agreement number: ADSP011-00000411-7.

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 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 ADSP011-00000411-7 (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

**PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE and
 NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
 MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
 Administered by the State of Arizona (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
 ADSP011-00000411-7
 (hereinafter "Contractor")


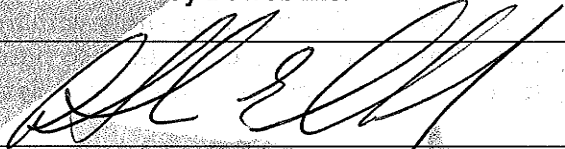
And

State of Nebraska
 (hereinafter "Participating State")

Page 12 of 12

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.

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

Participating State: State of Nebraska	Contractor: Pitney Bowes Inc.
By: 	By: 
Name: Bo Botelho	Name: Arthur E. Adams Jr.
Title: AS Materiel Administrator	Title: Director, State and Local Contracts
Date: 8/22/13	Date: 8/12/2013

[Additional signatures as required by Participating State]

www.aboutWSCA.org

Pitney Bowes Inc.

WSCA/NASPO ADSPO11-0000411-7

End User License Agreements ("EULA") / Software Licenses

Pitney Bowes MAILING, FOLDING / INSERTING, ADDRESSING, PACKAGE TRACKING / SHIPPING

EQUIPMENT PRODUCTS:

1) BM EULA SMA Accounting for Mailing Machines Business Manager Products

This agreement is used for Postage Accounting Products that provide end users the ability to accurately account for all postage processed through their mailing systems. These solutions eliminate time and error issues associated with manually tracking postage costs to agencies via an automated postage accounting solution.

2) PBDS SLMA January 2010: Sendsuite / Ascent Products

This agreement is used for Distribution Solutions Products that provide end users the ability to rate, ship and track letters, parcels and packages from carriers like USPS, UPS, FedEx etc. These solutions provide the agencies postage and carrier cost savings by comparing different carrier rates that are based on size, weight and delivery dates.

3) PBDS SLMA January 2010: Arrival Package Tracking Products

This agreement is used for Mail Tracking Software Products that allows end users to track First-Class and Standard-Class mail and view online reports that show where such mail is in the mail stream and when it's been delivered. These solutions allow agencies to track all mail put into the USPS mail stream from point of mailing to point of delivery.

4) Sendsuite Live Software License / Maintenance Agreement: Sendsuite Live Products

This agreement is used for high volume integrated shipping systems that process outgoing packages and parcels.

5) Eula-addressright pro US- 06-15-07 click wrap license i0069016, Smartmailer clickwrap eula, and PB first master software license agreement-- form c0021240: Addressing Products

This agreement is used for High Volume Tabletop Inserters when combined with Address Cleansing Software Products that allows end users to cleanse address databases to ensure the correct delivery address is assigned, and can also provide the agencies USPS postal discount savings for qualified pieces mailed.

DMT PRODUCTS Include High Volume Console Inserting or Sorting Solutions:

DMT Inserters Production Category - no products in this category require software license

DIRECT CONNECT software is embedded in and is a perpetual license granted when equipment purchased.

IntelliLink Software may be required in certain cases.

DMT Folder Inserters Production Category - all DMT software is imbedded in the hardware / RD License agreement DC Verify and DF Works require **New Master Software License Agreement.**

DMT Software License& Subscription Category - any DMT product codes beginning with RD, SL or SR the software licenses are imbedded in the hardware

(Imbedded) Software License Maintenance Agreement ((010046) rev 06 30

Master Software License Agreement may apply. Reseller agreement DPV LACS license may apply for certain types of sorters.

DMT Presorting Equipment Category - software licenses required / SD-SR-SI License agreement

(Imbedded) Software License Maintenance Agreement (010046) rev 06.30

Reseller Agreement DPV LACS license may apply for certain types of sorters.

Your Business Information

Customer PO #	Date Prepared		
Customer Name	Tax ID # (FEIN/TIN)		
Billing Address: Street	City	State	ZIP+4
Contact Name	Contact Phone #	Billing ID #	
Installation Address (if different from billing address): Street City		State	ZIP+4
Fiscal Period (from – to)		Delivery CAN #	
Please note any special billing requirements here		Location ID#	

Your Business Needs

Item	Description	Program ID	Fee
Total Fees:			

Postage By Phone® Information

Postage Account Statements will be sent to:		Initial Postage to be provided by:	
Customer Name:	Check Number:	Check Date:	
Billing Address (if different from billing above): Street	Reserve Account \$:	Purchase Power®\$:	
City State ZIP+4	Master Postage Account Number To Be Assigned:		
Billing Contact Name:	Postage By Phone Reset Charge:	\$ _____/ea. if applicable	

Your Payment Plan

Initial Term	Quarterly Fee*	<input type="checkbox"/> Soft-Guard® Subscription	Tax Exempt
		Annual Fee:	() State () County () City () Tax Exempt Certificate Attached () Tax Exempt Certificate Not Required

**Plus applicable taxes which will be applied at time of billing*

Your Signature

By your signature below, you agree to be bound by this Postage Meter Rental Agreement (this "Rental"). This Rental is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Rental, the Agreements will supersede this Rental.

Customer Signature	Date	State's/Entity's Participating Addendum #
Print Name	Title	Email Address

Sales Information

Rep Name	Rep#	District #
----------	------	------------

WSCA/NASPO ADSP011-0000411-7

POSTAGE METER RENTAL TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" – the Order, the State Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-0000411-7, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, printheads, belts, ink rollers, sealer and moistener brushes, bulbs, felts, sponges, and similar items.

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

"IntelliLink® Control Center" or **"Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"IntelliLink® Subscription" – IntelliLink® Control Center (Meter) rental.

"NASPO" - National Association of State Procurement Officials

"Order" - the cover page to this Agreement.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PBI," "We" "Our," or "Us" - Pitney Bowes Inc.

"State Participating Addendum" – The addendum to the WSCA Master Agreement entered into by the State for which the customer is an eligible entity and Pitney Bowes Inc.

"WSCA" – Western States Contracting Alliance.

"WSCA Master Agreement" or "WSCA ADSP011-0000411-7" – WSCA Cooperative Agreement for Mailing Equipment and Maintenance led by the State of Arizona.

"You" or **"Your"** - the person identified on the Order who is renting a Meter or purchasing services.

2. INTELLILINK® SUBSCRIPTION (METER RENTAL)

2.1 Fees

- (a) We will invoice you the IntelliLink® Subscription fees listed on the Order.
- (b) After the Initial Term, we may increase the IntelliLink® Subscription fees in accordance with the WSCA Master Agreement.
- (c) When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- (d) If you do not pay the fees when due or you do not comply with the Agreement, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Meter, and collect from you all fees due for the remainder of the Initial Term.
- (e) You are 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.

2.2 Postage

- (a) To obtain postage for your Meter, you must contact our POSTAGE BY PHONE® data center.
- (b) You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See section U1 for details.
- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your IntelliLink® Subscription fees.
- (d) If you purchase 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.

2.3 Terms of Use: Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
- (b) You agree to use the Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) You agree to use only attachments or printing devices authorized by us.
- (d) You must receive our written consent before moving the Meter to a different location.
- (e) Federal regulations require that we own the Meter.
- (f) Tampering with or misusing the Meter is a violation of federal law.

(g) Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.

(h) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you 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 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.

(i) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to Us. 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.

(j) You understand 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 your obligation to comply with any rules and regulations regarding its use.

2.4 Care and Risk of Loss

- (a) You agree to take proper care of the Meter(s).
- (b) You assume all risk of loss or damage to the Meter while you have possession.
- (c) Upon ending this Agreement, you agree to deliver the Meter to us in good condition except for normal wear.

2.5 Rate Updates and Soft-Guard® Program

- (a) Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.
- (b) The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- (d) Your 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.
- (e) You can also renew the Soft-Guard® Subscription by contacting the Customer Care Center at 1-800-228-1071 (M-F 8:30am - 5:30pm CST).

2.6 Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to our Meter, we will repair or replace the Meter.
- (b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – WSCA Master Price Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

3. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

3.1 Fees

- (a) Any fees charged by the USPS for any Value Based Service you purchase is payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink® Control Center with the USPS data system.

3.2 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. WE ARE NOT LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

3.3 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

4. EMBEDDED SOFTWARE

4.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise

attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

5. INTERNET ACCESS POINT

5.1 The Connect+™ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+™ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

6. ENDING THIS AGREEMENT.

- 6.1 Your 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.
- 6.2 After the Initial Term, you or we may cancel this Agreement, in whole or in part, upon 30 days prior written notice.
- 6.3 We reserve 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.
- 6.4 After cancellation or termination of this Agreement, you must return the Meter to us in the same condition as you received it, reasonable wear and tear excepted.

United States Postal Service
ACKNOWLEDGMENT OF DEPOSIT

U1. UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

U1.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a lockbox bank (the "Lockbox Bank") for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account ("your Reserve Account") which you maintain at the Bank. U1.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may, from time to time, make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your 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 you to the Lockbox Bank account described above. U1.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account. U1.4 Any Deposit made by you 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 customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. U1.5 The USPS will provide a refund to you 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. U1.6 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 you, so that PBI can update its records. U1.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank. U1.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice. U1.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you 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.

The Pitney Bowes Bank, Inc.
PURCHASE POWER TERMS AND CONDITIONS

P1 PURCHASE POWERSM CREDIT LINE

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) If you subscribe to the EasyPermitPostage® service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees. (c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (the "Bank") and is not available to individuals for personal, family, or household purposes. P1.2

Account Charges. (a) Your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account. P1.3 Billing, Payments, and Collection. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank reserves the right to deliver any statement electronically to the email address that is then on file for the Company. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance. P1.4 Deferred Payment Terms. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of The Wall Street Journal on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2010, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit. P1.5 Account Cancellation and Suspension. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe. P1.6 Amendments; Electronic Delivery; Termination. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you or by electronic notice via the email address that is then on file for the Company. You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms and provisions then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program. P1.7 Governing Law. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law. P1.8 USA PATRIOT Act. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

SUMMARY OF LEASING/ RENTAL PROGRAMS

Pitney Bowes Global Financial Services LLC offers a variety of equipment leasing and rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you.

TERM RENTAL (INSTALLMENT PURCHASE)-Option A

This program provides a 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, you own the equipment (excluding meter). ***(Non-profits and non-State or Local agencies are excluded from this program)***. Sales Tax will be charged, if required under Your State Statute.

STATE & LOCAL Rental - Option B This program provides you with 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. ***This Fair Market Rental Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSPO11-00000411-7 to Pitney Bowes Inc.*** Sales Tax will be charged, if required under Your State Statute.

STATE & LOCAL FAIR MARKET VALUE LEASE - Option C

This program provides you with a 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value, or you can continue leasing the equipment based on its Fair Market Value, or return the equipment. Sales Tax will be charged, if required under Your State Statute.

Example of lease payments based on a \$10,000.00 equipment price:

LEASE RATES			
Term	Option A	Option B	Option C
36	.0323	.0377	.0342
48	.0252	.0309	.0277
60	.0210	.0270	.0237

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION			
Term	Option A	Option B	Option C
36	\$323.00	\$377.00	\$342.00
48	\$252.00	\$309.00	\$277.00
60	\$210.00	\$270.00	\$237.00

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Term Rental (Installment Purchase) Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Term Rental (Installment Purchase) Lease Terms and Conditions is as follows:

Monthly Billing:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0323
48	.0252
60	.0210

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

"Initial Term" - the lease period listed on the Order

"Install Date" - the date the Equipment or other item is installed at your location.

"IntelliLink Control Center" or "Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Lease" - the Order and this WSCA/NASPO Term Rental (Installment Purchase) Lease Terms and Conditions.

"Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

"Master Agreement" - WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract 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 us, our responses to any requests for clarifications and/or our best and final offer.

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PBI" - Pitney Bowes Inc.

"Pitney Bowes" - PBGFS and its subsidiaries, and PBI.

"Postage Meter Rental Agreement" - an agreement governing the use and rental of an Intellilink Control Center or Meter you enter into with us.

"SLA" - the Service Level Agreement.

"SLMA" - a Software License and Maintenance Agreement you enter into with us

"SOW" - a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"We," "Our," or "Us" - the Pitney Bowes company with whom you've entered into the Order.

"WSCA/NASPO" - Western States Contracting Alliance and the National Association of State Procurement Officials

"You," "Your," "Lessee," or "Customer" - the entity identified on the Order.

L2. AGREEMENT

L2.1 You will make each Monthly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.**

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment..

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Term. Your Monthly Payment will increase if your PBI Payments increase.

L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any IntelliLink® Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section 10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS

L9.1 You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.

L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

L10. See Master Agreement - Non Appropriations Clause.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The

rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

L12.1 If more than one customer is named in this Agreement, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSPO11-00000411, this Agreement shall prevail.

L12.5 This Agreement is being offered to any purchasing entity who is authorized to file a 8038-G and/or 8028-GC and such form must be included provided when placing an order.

L12.6 All applicable taxes required to be collected by us will be shown on the invoice.

L12.7 Any IntelliLink-Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.8 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L 12.9 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

OPTION B -- WSCA/NASPO FMV RENTAL TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC (“PBGFS”) will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. This Fair Market Rental Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP011-00000411-7 to Pitney Bowes Inc. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Rental Terms and Conditions is as follows:

Monthly Billing:

<u>Term:</u>	<u>Rental Rate:</u>
36	.0377
48	.0309
60	.0270

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Rental Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes.

For further clarification a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment rental payment, plus applicable service maintenance for years 2 thru end of initial term, monthly meter rental and value based services fees would be added to the payment.

L1. DEFINITIONS

L1.1 The following terms mean:

“Agreement” - the Order, your State’s Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

“Bank” - The Pitney Bowes Bank, Inc.

“Consumable Supplies” - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

“Covered Equipment” - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

“Delivery Date” - the date the Equipment or other item is delivered to your location.

“Effective Date” - the date the Order is received by us.

“Equipment” - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

“Initial Term” - the lease period listed on the Order

“Install Date” - the date the Equipment or other item is installed at your location.

“IntelliLink Control Center” or “Meter” - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

“Maintenance Service” - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

“Master Agreement” - WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract 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 us, our responses to any requests for clarifications and/or our best and final offer.

“Order” - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

“PBGFS” - Pitney Bowes Global Financial Services LLC.

“PBI” - Pitney Bowes Inc.

“Pitney Bowes” - PBGFS and its subsidiaries, and PBI.

“Postage Meter Rental Agreement” - an agreement governing the use and rental of an Intellilink Control Center or Meter you enter into with us.

“Rental” - the Order and this WSCA/NASPO FMV Rental Terms and Conditions.

“SLA” - the Service Level Agreement.

“SLMA” - a Software License and Maintenance Agreement you enter into with us

“SOW” - a Statement of Work you enter into with us.

“State Participating Addendum” the bilateral agreement executed by Us and your participating state incorporating the Master Agreement.

“We,” “Our,” or “Us” - the Pitney Bowes company with whom you’ve entered into the Order.

“WSCA/NASPO” - Western States Contracting Alliance and the National Association of State Procurement Officials

“You,” “Your,” “Lessee,” or “Customer” - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Rental for any reason except as expressly set forth in Sections L10 and L11 below.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys’ fees.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a “Monthly Payment”), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired Rental, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments (“PBI Payments”) will be included with your Monthly Payment and begin with the start of the Rental Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. RENTAL TERM

L5.1 The Rental term is the number of months stated on the Order ("Rental Term").

L6. END OF RENTAL OPTIONS

L6.1 During the 90 days prior to the end of your Rental, you may, if not in default, select one of the following options:

- (a) enter into a new Rental with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFs AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFs AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the end of the Rental Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Rental. You must immediately notify us in writing of the occurrence of any Loss.

(c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Rental.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Rental, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Rental for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan.

Cancelable Rentals – Cancel with three month penalty on rental payment per the Master Agreement.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Rental, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS RENTAL WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Rental or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 All applicable taxes required to be collected by us will be shown on the invoice.

L12.5 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSP011-00000411, this Agreement shall prevail.

L12.6 Any IntelliLink Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L 12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

OPTION C -- WSCA/NASPO FAIR MARKET VALUE LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO11-00000411 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Lease Terms and Conditions is as follows:

Monthly Billing:

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

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSPO11-00000411-7, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

"Initial Term" - the lease period listed on the Order

"Install Date" - the date the Equipment or other item is installed at your location.

"IntelliLink-Control Center" or **"Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Lease" - the Order and this WSCA/NASPO FMV Lease Terms and Conditions.

"Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

"Master Agreement" - WSCA/NASPO Master Agreement ADSPO11-00000411-7 Mail Room Equipment, Services and Support contract 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 us, our responses to any requests for clarifications and/or our best and final offer.

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PBI" - Pitney Bowes Inc.

"Pitney Bowes" - PBGFS and its subsidiaries, and PBI.

"Postage Meter Rental Agreement" - an agreement governing the use and rental of an Intellilink Control Center or Meter you enter into with us.

"SLA" - the Service Level Agreement.

"SLMA" - a Software License and Maintenance Agreement you enter into with us

"SOW" - a Statement of Work you enter into with us.

"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"We," "Our," or **"Us"** - the Pitney Bowes company with whom you've entered into the Order.

"WSCA/NASPO" - Western States Contracting Alliance and the National Association of State Procurement Officials

"You," "Your," "Lessee," or **"Customer"** - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.**

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- enter into a new lease with us;
- purchase the Equipment "as is, where is" for fair market value; or
- return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment

in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSP011-00000411, this Agreement shall prevail.
- L12.6 Any IntelliLink-Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.
- L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.
- L 12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13578 OC

PAGE 1 of 6	ORDER DATE 08/09/13
BUSINESS UNIT 9000	BUYER JULIE HOPP (AS)
VENDOR NUMBER: 2065321	
VENDOR ADDRESS: PITNEY BOWES INC 1 ELMCROFT RD STAMFORD CONNECTICUT 06926-0700	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 01, 2013 THROUGH OCTOBER 12, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Originally awarded from WSCA Contract ADSPO11-7.

Contract to supply and deliver Pitney Bowes Mailing Equipment and Supplies, through a prime vendor program to State of Nebraska agencies for the period September 1, 2013 through October 12, 2013 with the option to renew for three (3) additional one (1) year periods, per the terms, conditions and specification of the "Request for Proposal".

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Pitney Bowes Mailing Equipment must be processed by Administrative Services. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor. For a complete list of Pitney Bowes Mailing Equipment and Supplies, contact Julie Hopp, State Purchasing Bureau at 402-471-8889.

(For the File - This RFP and Contract are bid and awarded by the State of Arizona. All backup bids, etc. are retained by the Arizona Department of Administration, State Procurement Office).

(For the File: The WSCA/Pitney Bowes, Inc. Master Price Agreement contract period was effective October 13, 2011. The WSCA/Pitney Bowes, Inc. Participating Addendum for Nebraska became effective on September 1, 2013).

Vendor Contact: Art Adams
Phone: 203-351-7866
Fax: 203-460-3827
E-Mail: art.adams@pb.com

Vendor Contact: Burdette Elsbury
Phone: 402-902-8210
Fax: 203-460-9145
E-Mail: burdette.elsbury@pb.com

(bl 08/09/13)

Julie Hopp 8.21.13
BUYER KS 8.21.13
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 6	ORDER DATE 08/09/13
BUSINESS UNIT 9000	BUYER JULIE HOPP (AS)
VENDOR NUMBER: 2065321	

CONTRACT NUMBER
13578 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	601-0, 4 PT EZ SEAL SEALING SOLUTION	150.0000	EA	40.7900
2	601-7, 4 OZ EZ SEAL SEALING SOLUTION	150.0000	EA	5.9400
3	601-9M, 4 OZ EZ SEAL SEALING SOLUTION	150.0000	EA	15.2900
4	603-1 EZ SEAL SEALING SOLUTION	150.0000	EA	48.4400
5	603-2 EZ SEAL SEALING SOLUTION TAPE	150.0000	EA	32.2900
6	604-1, 32 OZ EZ SEAL SEALING SOLUTION	150.0000	EA	48.4400
7	604-2, 12 OZ EZ SEAL SEALING SOLUTION	150.0000	EA	41.6400
8	605-0, 5 GAL EZ SEAL SEALING SOLUTION	150.0000	EA	73.0900
9	607-0, 50 EZ SEAL SEALING SOLUTION	150.0000	EA	450.4900
10	608-0, 1/2 EZ SEAL SEALING SOLUTION	150.0000	EA	50.1400
11	610-7 POSTAGE TAPE ROLLS	150.0000	EA	60.3400
12	612-0 POSTAGE METER TAPE	150.0000	EA	33.1400
13	612-7 POSTAGE METER TAPE	150.0000	EA	33.1400
14	612-9 POSTAGE TAPE SHEETS	150.0000	EA	12.7400
15	620-9	150.0000	EA	33.1400


 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 3 of 6	ORDER DATE 08/09/13
BUSINESS UNIT 9000	BUYER JULIE HOPP (AS)
VENDOR NUMBER: 2065321	

CONTRACT NUMBER
13578 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	POSTAGE TAPE SHEETS			
16	625-0 POSTAGE METER TAPE	150.0000	EA	39.0900
17	627-2 POSTAGE METER TAPE	150.0000	EA	51.8400
18	627-8 POSTAGE METER TAPE	150.0000	EA	70.5400
19	621-1 RED INK CARTRIDGE	150.0000	EA	87.5400
20	765-0 PITNEY BOWES METER INK	150.0000	EA	80.7400
21	765-3 RED INK CARTRIDGE	150.0000	EA	80.7400
22	765-9 RED INK CARTRIDGE	150.0000	EA	65.4400
23	766-8, 1-5 QUANTITY RED INK CARTRIDGE	150.0000	EA	141.9400
24	766-8, 6-11 QUANTITY RED INK CARTRIDGE	150.0000	EA	133.5900
25	766-8, 12-14 QUANTITY RED INK CARTRIDGE	150.0000	EA	125.2400
26	767-8, +25 QUANTITY RED INK CARTRIDGE	150.0000	EA	116.8900
27	767-S POST PERFECT RIBBON CASSETTE	150.0000	EA	53.5400
28	768-1 BLACK INK CARTRIDGE	150.0000	EA	140.2400
29	768-2 RED FLOURESCENT INK CARTRIDGE	150.0000	EA	152.9900
30	768-3 TAGGER INK FOR MACHINE SERIES	150.0000	EA	55.2400


 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

CONTRACT NUMBER
13578 OC

PAGE 4 of 6	ORDER DATE 08/09/13
BUSINESS UNIT 9000	BUYER JULIE HOPP (AS)
VENDOR NUMBER: 2065321	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
31	769-0 RED INK CARTRIDGE	150.0000	EA	36.5400
32	769-3 RED INK CARTRIDGE	150.0000	EA	97.7400
33	772-1 DM INFINITY SERIES BLACK INK	150.0000	EA	174.4600
34	772-2 DM INFINITY SERIES BLACK INK	150.0000	EA	331.4900
35	793-5 RED INK CARTRIDGE, FOR MACHINE	150.0000	EA	61.1900
36	797-0 PITNEY BOWES MAILSTATION RED	150.0000	EA	42.4900
37	797-M MAILSTATION 2 (K7M0) RED INK	150.0000	EA	46.7400
38	613-H SELF-ADHESIVE POSTAGE TAPE	150.0000	EA	80.7400
39	610-R GUMMED POSTAGE TAPE ROLLS	150.0000	EA	59.4900
40	787-0 CONNECT+RED FLUORESCENT INK	150.0000	EA	84.9900
41	787-8 CONNECT+RED FLUORESCENT INK	150.0000	EA	101.9900
42	787-1 CONNECT+RED FLUORESCENT INK	150.0000	EA	169.9900
43	78P-R CONNECT+RED FLUORESCENT PRINT	150.0000	EA	76.4900
44	787-3 CONNECT+BLACK INK CARTRIDGE	150.0000	EA	50.9900
45	78P-K CONNECT+BLACK INK CARTRIDGE	150.0000	EA	101.9900


 BUYER INITIALS

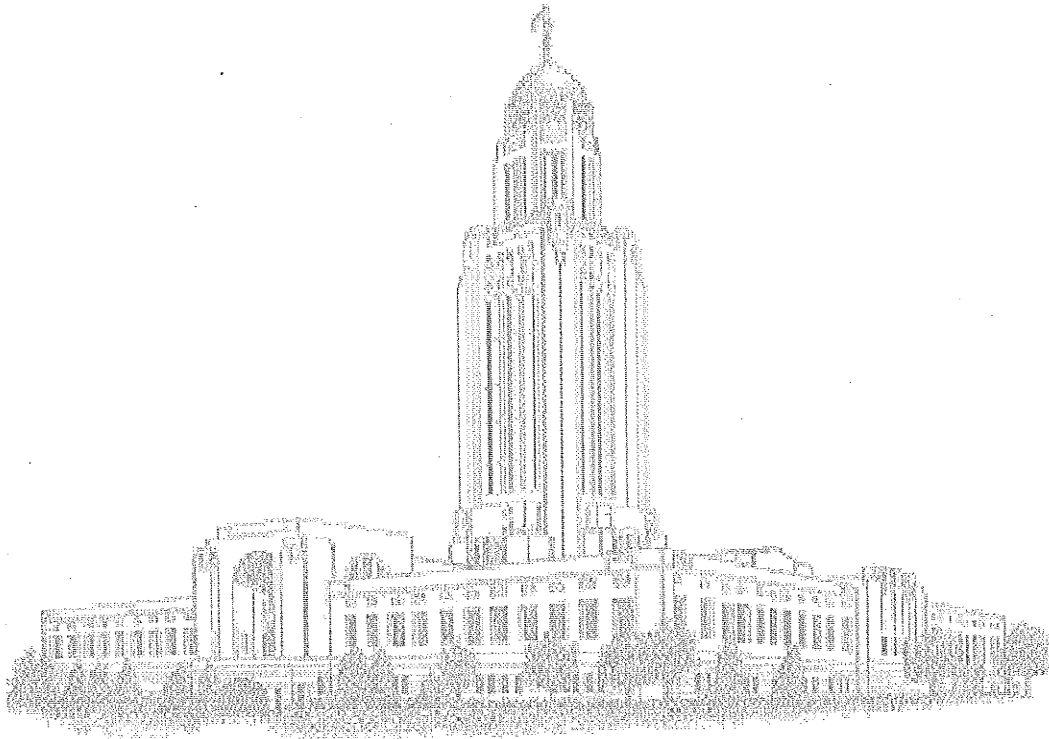
STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13578 OC

PAGE 5 of 6	ORDER DATE 08/09/13
BUSINESS UNIT 9000	BUYER JULIE HOPP (AS)
VENDOR NUMBER: 2065321	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
46	78P-B CONNECT+BLACK PRINT HEAD	150.0000	EA	76.4900
47	79P-W CONTAINS: INK PAD, PLASTIC	150.0000	EA	8.4900




BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initiated by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004